PSB Xchange

TERMS AND CONDITIONS

Posted on: 16-01-2025

Effective from: 16-01-2025

THIS TERMS & CONDITIONS (**T&C**) IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND THE RULES MADE THEREUNDER, AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS/RECORDS IN VARIOUS STATUTES AS AMENDED FROM TIME TO TIME. THIS T&C DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

PLEASE READ THIS T&C CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS; AND INCLUDES VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

This T&C is a legally binding agreement between you together with the company or other business entity you are representing, if any, (herein referred to as **you** or **your**) and **ESTORIFY SOLUTIONS PRIVATE LTD.**, a company incorporated under the laws of India and having registered office address at Second Floor, Global One, 252, Lal Bahadur Shastri Marg, Kurla West, Kurla, Mumbai, Maharashtra 400070 along with our affiliates and successors (herein referred to as **we**, **us** or **our**).

Your access to or use of our products, services, applications, platform or websites is subject to and conditioned upon your acceptance of this T&C as it is.

BY CLICKING **I ACCEPT** OR **I AGREE** ON THE SIGNUP/LANDING PAGE, OR BY ACCESSING AND/OR USING OUR PRODUCTS, SERVICES, APPLICATIONS, PLATFORM OR WEBSITES IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS T&C. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS T&C IN FULL, THEN YOU SHOULD NOT USE OR OTHERWISE ACCESS OUR PRODUCTS, SERVICES, APPLICATIONS, PLATFORM OR WEBSITES; AND YOU MUST EXIT NOW.

This T&C governs the access to and use of our products, services, applications, platform and websites. We may, in our sole and absolute discretion and without any specific notice to you, update and change any part or all of this T&C. When we change/modify this T&C, we will specify the Last Modified date and the updated agreement will become effective and binding from such date. You are required to review this T&C periodically/from time to time. Unless explicitly stated otherwise, any new features, services or products that change, augment or enhance our current products, services, applications, platform or websites shall be subject to the terms of this T&C. Your access to and use of our products, services, applications, platform or websites is further subject to our Privacy Policy which is available on PSB Xchange website and is incorporated herein by reference. Our products, services, applications, platform or websites may be subject to additional guidelines, terms or rules, etc. which will be posted on our respective products, services, applications, platform or websites and shall be deemed to be incorporated herein by reference.

1. GENERAL SCOPE

1.1 We are merely a third-party intermediate platform providing technology infrastructure and partnership opportunities for users such as you to engage with several entities in the industry of financial technology and with lending service providers (LSPs) in the SME and MSME segment.

1.2 We provide platform-level use and access to users categorized as Sourcing Partner, Corporate, Borrower, Lender and others (collectively Users) that become members of our products, services, applications, platform or websites. When you transact or participate on our products, services, applications, platform or websites in a transaction, you will be categorized as one of the relevant Users.

1.3 We do not endorse, sponsor, promote, opine on, recommend any User and do not intend to be a source of advertising, solicitation, promotion, recommendation or advice on behalf of any User and/or its products and services. You are encouraged to independently verify any such information pertaining to the User. You agree that the use of our products, services, applications, platform or websites is out of your own free will and such use is not guided by any promotional emails, phone calls and advertisements from us and our affiliates and partners.

1.4 For accessing and using our products, services, applications, platform or websites, the User is required to enter into or execute any document, agreement or terms and conditions which is required by us and shall agree to abide by such document, agreement or terms and condition. The Users are also required to enter into agreements/arrangements with us whereby they undertake to comply with state and central laws, rules, regulations and standards pertaining to lending, supply chain financing, trade financing, borrowing, sharing of information/data, etc., as applicable. However, we, including our products, services, applications, platform or websites, are not obligated to verify the credentials or representations of any of the Users, the service levels or the quality of any their products or services or documents, or the Userâ€™s compliance with applicable laws at its own level.

1.5 We clarify that all commercial/contractual terms are offered/accepted by the relevant User alone. We do not have any control or do not determine or advise or in any way involve ourselves in the offering or acceptance of such commercial/contractual terms between one User to another. The transactions are directly between the Users. We are not be liable for any delay, rejection or approval of any application/proposal made through our products, services, applications, platform or websites to any counterparty, or any failure on part of a User or counterparties to settle/conclude any transactions. We cannot and do not guarantee that a User will perform or will not default on any transaction. We shall not and are not required to mediate or resolve any dispute or disagreement between the Users for the transactions/commitments entered by them through our products, services, applications, platform or websites and hereby disclaim all responsibilities and liabilities. We are only a medium to communicate between the Users.

1.6 We do not control, and are not responsible for any information, data, documents, etc. exchanged with or between the Users including, without limitation, e-mails.

1.7 In connection with your use of our products, services, applications, platform or websites, you may be subject to charges imposed by your broadband, wireless or other applicable carrier/internet service providers and payment of such charges is solely your responsibility.

1.8 You shall be responsible for identifying and paying all taxes, duties, cess and other fees and charges (and any penalties, interest, and other additions thereto) that are payable by you with respect to the transactions through our products, services, applications, platform or websites. We will not be liable to pay any taxes which are payable by you to any person for any such transaction.

2. USER ACCOUNTS

2.1 When you register for or access our products, services, applications, platform or websites, you are required to create a user account (including temporary session-based/transaction-based log-ins) (**User Account**). The request for a User Account may undergo a review process by us and we reserve the right to seek such additional details as may be required including contact details, government ID details, 2-factor authentication, one-time password, phone verification, email verification, etc. If you are representing a corporate/entity, you will be required to provide necessary support documentation such as board resolution, resolution of partners, power of attorney or an authority letter.

2.2 You shall promptly update the User Account information to keep it true, accurate, and complete. You must keep the password and other details of the User Account confidential. You agree to notify us immediately of any unauthorized use of the User Account or if you believe that the password of the User Account is no longer confidential. We reserve the right to require you to alter the username and/or password. You shall not: (a) provide any false personal information as part of the User Account information; (b) create a User Account for anyone else, other than yourself (or your organization/firm as applicable); (c) create or use more than multiple User Accounts at any given time; (d) transfer/assign/lend the User Account to anyone else; (e) permit others to use the User Account; and/or (f) use or access any other persons user account.

2.3 In order for you to access and use our products, services, applications, platform or websites, we will require you to provide specific information about you and (if applicable) your preferences. You hereby agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity.

2.4 We may provide profile pages for each of the relevant Users that are part of our products, services, applications, platform or websites and these profiles may be visible to or visible by other Users.

2.5 You will be responsible for all activities that occur under the User Account created by or through you, including all activities carried out by another User who is authorized by you in case of Assisted Onboarding.

3. INTELLECTUAL PROPERTY

3.1 This is an agreement for access to and use of our products, services, applications, platform or websites, and save and except as provided herein, you are not granted any right, title, interest or license to any intellectual property rights under or pursuant to this T&C. Our products, services, applications, platform and websites are based upon our or our licensorâ€™s proprietary technology, intellectual property and confidential information. Our products, services, applications, platform and websites are protected by applicable intellectual property and other laws, including patent, trademark, and copyright laws. Our products, services, applications, platform and websites, including all intellectual property rights therein, belong to us or our licensors and are our or our licensors property. In the event you infringe or attempt to infringe our or our licensors intellectual property rights, we may, in our sole discretion, deny you access to and use of products, services, applications, platforms and websites.

3.2 Our and our licensors names, logos, brands and other marks used/available on our products, services, applications, platform or websites are our or our licensors trademarks and property. The appearance, layout, color scheme, and design of our products, services, applications, platform or websites are protected trade dress. Save and except as provided herein, you do not receive any right or license to the foregoing. You shall not use any trademarks, logos and marks not belonging to you or licensed to you on our products, services, applications, platform or websites.

3.3 The search results derived by access to and use of our products, services, applications, platform or websites may contain data, information or content that is not ours, and you shall not use such data, information or content unless you have obtained permission from the owner of such data, information or content or are otherwise permitted by law.

3.4 We may use and/or incorporate into our products, services, applications, platform or websites any suggestion or feedback provided by you, without any payment obligations or other restrictions.

3.5 We may enhance and/or modify any of our products, services, applications, platforms or websites from time to time, in order to change them and/or change the user experience. Nothing in this T&C or elsewhere shall prohibit us from making such enhancements and/or modifications to our products, services, applications, platform or websites.

3.6 As part of our products, services, applications, platform or websites, you may from time to time receive updates/upgrades to our products, services, applications, platform or websites. These updates/upgrades may include bug fixes, feature enhancements or improvements, or entirely new versions of or discontinuation of previous versions of our products, services, applications, platform or websites. You agree that you will have to install/accept them as required for continuous services/use.

4. USER DATA AND LICENSE

4.1 Subject to the provision of this T&C, the User shall own and retain all rights to the User Data belonging to such User. The User grants permission to us to use the User Data as provided herein and in the Privacy Policy.

4.2 We do not claim exclusive ownership of the User Data that the User provides through our products, services, applications, platform or websites, and we acknowledge and agree that, subject to the terms and conditions of this T&C, the User will retain applicable copyright and other intellectual property rights it has in the User Data.

4.3 Notwithstanding the foregoing, the User hereby grants us a non-exclusive, worldwide, irrevocable, perpetual, unlimited, assignable, sub-licensable through single or multiple tiers, royalty-free and fully-paid license to: (i) copy, host, use, reproduce, modify, retitle, prepare derivative works of, improve, distribute, transmit, translate, paraphrase, excerpt, redact, publish, broadcast, archive, store, cache, remove, retain, add to, combine with information provided by third parties, and display the User Data for any purpose, commercial, advertising or otherwise, including - (a) on, through or in respect of our products, services, applications, platform or websites; and/or (b) in our promotional and advertising materials; and/or (ii) sublicense to third parties such User Data to the extent necessary for the creation, operation and maintenance of, in part or in whole, our products, services, applications, platform or websites, the User Account and the User experience.

4.4 By submitting, posting, uploading, transmitting or otherwise making available any User Data or by posting messages, uploading files, inputting data, submitting any feedback or suggestions, or engaging in any other form of communication with or through our products, services, applications, platform or websites, you warrant and represent that you own or otherwise control the rights necessary to do so and to grant us the license set forth above. You represent and warrant that: (a) you have necessary licenses, rights, consents, and permissions to post, submit, transmit, publish, upload and make available the User Data, and to grant the foregoing license; (b) the User Data is not false, inaccurate, or misleading; (c) the User Data and its use by us or our sublicensee(s) will not infringe, misappropriate or violate any third-party rights (including any intellectual property rights), or applicable laws; and (d) you understand the consequences and risks of uploading or transmitting User Data onto or through our products, services, applications, platform or websites.

4.5 If you have posted, uploaded, transmitted or otherwise made available any User Data, then you are solely responsible for such User Data, and shall defend, indemnify and hold us and our sub-licensees harmless from any claim related to a breach of any of the foregoing obligations, representations and warranties.

4.6 The User Data and other data, information, reports, analysis, etc. available or generated on/through our products, services, applications, platform or websites is based on the data/information/input provided by or on behalf of the User, and we are not responsible for the appropriateness, legality, integrity, accuracy, sufficiency, correctness, veracity, completeness, or timeliness of any such User Data or other data, information, reports, analysis, etc.

4.7 Without prejudice to the above, the User hereby agrees, acknowledges and accepts that we may obtain such necessary and requisite information and data as required by us from various authoritative sources including but not limited to statutory and regulatory filings, credit bureau records and such other sources as determined by us at our sole discretion and the User hereby accepts and provides consent for the same.

4.8 The User shall, including in case of Assisted Onboarding, read and accept the Terms of Consent as available on the relevant page of our products, services, applications, platform or websites.

4.9 The term **User Data** means any and all information and data provided, uploaded, posted or submitted by a User, including without limitation, texts, writings, videos, audios, photographs, graphics, documents, statements, comments, suggestions or personal information.

5. USE LIMITATIONS

5.1 The User hereby acknowledges that we may, from time to time, in our sole discretion, establish general practices and limits concerning the use of our products, services, applications, platform or websites, including without limitation: (a) maximum limits on bandwidth usage that will be allotted to the User; (b) maximum limits on storage space; (c) the maximum number of accounts per User; (d) the maximum permitted size of data upload (if any) per User; (e) the maximum file size; and (f) maximum time for the retention of User Data following account cancellation/deletion, if any.

6. DATA MONITORING AND STORAGE

6.1 We shall comply with all applicable law, including without limitation the data protection laws to safeguard the relevant data transacted through our products, services, applications, platform or websites.

6.2 We are under no obligation, but do reserve the right in our sole discretion, to correct, pre-screen, filter, modify, intercept and analyze traffic of, copy, backup, redirect, transmit, refuse, limit access to, suspend, freeze, and remove any and all User Data including that violates our policies or applicable laws or if we believe that it is fraudulent or inappropriate.

6.3 We may collect and use data related to use of our products, services, applications, platform or websites, in an aggregate and anonymous manner, including compiling statistical and performance information related to the provision and operation of our products, services, applications, platform or websites. We agree that we may use and publish such aggregate and anonymous information. You consent that we may store, process and transmit information in locations permitted by applicable laws and regulatory bodies. Information may also be stored locally on your devices that you may use to access or use our products, services, applications, platform or websites. The use and disclosure of data and information is further described in the Privacy Policy.

6.4 All facilities and systems used by us to store data and process the transaction will adhere to reasonable security standards, which will be at par with security standards utilised for processing and storing our own information of a similar nature. We have implemented reasonable systems and procedures towards security and confidentiality of a transaction and related data, protecting the User against anticipated threats or breaches to the security or integrity of a transaction and related data, and protecting the User against unauthorized access to its data. The technical and organizational measures in respect of preventing unauthorized or unlawful processing of any data and securing and protecting data are detailed in the Privacy Policy.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 You represent, warrant, and covenant that: (a) you have the power and authority to enter into this T&C; (b) you are a natural person and are at least eighteen (18) years of age; (c) you will only access and use our products, services, applications, platform or websites in accordance with the terms of this T&C; and (d) you are and will at all times be, in full compliance with all applicable laws.

7.2 In addition to other prohibitions as set forth in this T&C, you are prohibited from accessing or using our products, services, applications, platform and/or websites: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, central, provincial or state regulations, rules or laws; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will, or may be used in any way that will affect the functionality, or operation of our products, services, applications, platform or websites; (h) to upload or distribute files that contain material which is infringing the copyrights, trademarks, confidentiality, privacy or any other proprietary information protected by law; (i) to collect or track the personal information of others (including usernames and/or email addresses); (j) to spam, phish, pharm, pretext, spider, crawl, or scrape; (k) to interfere with or circumvent/bypass the security features of or restrictions on our products, services, applications, platform or websites; (l) to remove any logo, copyright or proprietary notices, disclaimer, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded therein; (m) to start a business (including reselling) or commercially exploit our products, services, applications, platform and/or websites in a manner not permitted by us; (n) for any obscene or immoral purpose; or (o) to advertise or offer to sell goods and services which are not permitted on our products, services, applications, platform and/or websites.

7.3 **The Users access to our products, services, applications, platform and/or websites is conditioned upon its representations and warranties that he/she/it will not:**

a. Use our products, services, applications, platform and/or websites in violation of the terms of this T&C or any laws;

b. Copy, modify, create a derivative work from, reverse engineer or reverse assemble our products, services, applications, platform and/or websites, or otherwise attempt to discover any source code/algorithm;

c. eproduce or circumvent the source code, structure or layout of our products, services, applications, platform and/or websites.

d. Sell, assign, sublicense, grant a security interest in or otherwise transfer any right in, or make available to a third party, our products, services, applications, platform and/or websites in any way not authorized by us;

e. Use or launch any automated system, including without limitation, robots, spiders, or offline readers that accesses our products, services, applications, platform and/or websites in a manner that sends more request messages to our servers/systems in a given period of time than a human can reasonably produce in the same period by using a conventional online web/mobile browser/applications;

f. Use any deep link, program, automatic device, algorithm or methodology, or any similar processes, or hacking to access, utilise, copy or monitor any part/feature of our products, services, applications, platform and/or websites or its content;

g. Use our products, services, applications, platform and/or websites in any manner that damages, disables, overburdens, or impairs any our servers, systems, website, or app or interferes with any other persons use and enjoyment of our products, services, applications, platform and/or websites;

h. Attempt to gain unauthorized access to our products, services, applications, platform and/or websites or our servers or systems;

i. Access our products, services, applications, platform and/or websites by any means other than through the interface that is provided by us.

7.4 **The User agrees that when using our products, services, applications, platform and/or websites, it will not:**

a. Publish, post, upload, distribute or disseminate any information, data or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User has all necessary rights and consents to do so.

b. Impersonate any person or entity, or falsely state or otherwise misrepresent.

c. Violate any code of conduct or other guidelines which may be applicable for any of our products, services, applications, platform and/or websites.

d. Harvest or otherwise collect information about others, including e-mail addresses or contact details, without their consent.

e. Do anything which is illegal, unlawful, or otherwise inappropriate.

7.5 We reserve the right to prohibit the use of any of our products, services, applications, platform and/or websites in connection with any specially designated nationals (SDNs) as listed by the governmental authorities or any country designated by authorities such as Office of Foreign Assets Control (OFAC) or such other authority as having limited or comprehensive trade sanctions imposed for reasons of anti-terrorism, non-proliferation, narcotics trafficking, or other reasons by the governmental authorities.

7.6 We reserve the right to immediately suspend/terminate any Users access to and/or use of any or all of our products, services, applications, platform and/or websites for violations of this T&C.

8. CONFIDENTIALITY

8.1 You acknowledge and agree that all information, data or details in any form with respect to our products, services, applications, platform and/or websites, its designs, structure and arrangement, visual interfaces, specifications, documentation, components, source code, object code, images, icons, audio-visual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part in addition to all documents, data, papers, statements, business/customer information, trade secrets and process relating to our products, services, applications, platform and/or websites, our business practices or operations or in connection with the provision of our products, services, applications, platform and/or websites, or otherwise, any information including names, assets, details, documents, transaction records, potential transactions, negotiations, pending negotiations, data, applications, software, systems, papers, statements, business information, marketing and financial information, databases, manuals, records and reports, articles, systems, material, sources of material, and any other data made available to you through our products, services, applications, platform and/or websites (**Confidential Information**) is of a sensitive and confidential nature.

8.2 You undertake to keep the Confidential Information confidential and shall ensure that you do not breach the confidentiality. You undertake to use all Confidential Information with such care and discretion, but not less than reasonable care, to avoid disclosure, publication or dissemination of Confidential Information as you use for your own similar information.

9. THIRD-PARTY SITES AND THIRD-PARTY PRODUCTS

9.1 Third-Party Sites and Third-Party Products, if any, are not under our control, and we are not responsible in any manner whatsoever, for the contents of any Third-Party Site or quality of any Third-Party Product, including without limitation any link contained in a Third-Party Site, or any changes or updates to a Third-Party Site or Third-Party Product.

9.2 We are not responsible for webcasting, or any other form of transmission received from or sent to any Third-Party Site. The Third-Party Sites and Third-Party Products are provided to you only as a convenience, and the inclusion of any Third-Party Site or Third-Party Product does not imply approval or endorsement by us of such Third-Party Site or Third-Party Product or our association with it.

9.3 Many Third-Party Sites and Third-Party Products have their own terms of use / terms & conditions that differ from ours, and hence this T&C only applies to our products, services, applications, platform or websites and do not apply to any other site or information, products, or services of such third parties.

9.4 The term **Third-Party Products** means products/services that are provided by third parties and which inter operate with or are used in connection with our products, services, applications, platform or websites.

9.5 The term **Third-Party Sites** means third-party websites linked-to or mentioned on our products, services, applications, platform or websites.

10. INDEMNIFICATION

10.1 You agree to fully indemnify, defend and hold us and our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents, shareholders and Users (each an **Indemnified Party**) harmless from and against any and all claims, demands, losses, liability, costs and expenses (including, but not limited to, attorneys fees and dispute resolutions costs) (collectively, **Liabilities**), incurred by an Indemnified Party arising out of or related to your breach of this T&C.

11. INJUNCTIVE RELIEF

11.1 You acknowledge that our products, services, applications, platform and websites contain valuable trade secrets and proprietary information of us and our other protected rights, and that any actual or threatened breach of this T&C will constitute immediate, irreparable harm to us for which monetary damages would be an inadequate remedy, and hence injunctive relief is an appropriate remedy for such breach, which we shall be entitled to avail without any protest.

12. DISCLAIMERS

12.1 We and our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents and shareholders make no warranty or covenant or representation and hereby expressly disclaim all warranties, covenants and representations, whether statutory or implied,: (i) that our products, services, applications, platform and websites and information and/or other material therein will meet your requirements or expectations or satisfaction levels; (ii) that our products, services, applications, platform and websites will be uninterrupted, timely, secure or error-free or that defects will be cured/corrected; (iii) regarding the suitability, reliability, accuracy, availability, completeness, validity or truthfulness of any information, material or other content obtained through use of or access to our products, services, applications, platform or websites; (iv) regarding merchantability, fitness for a particular purpose, title, non-infringement, errors, mistakes, inaccuracies of content and materials; or (v) that any information, data, download etc. available on or through hosting servers will be free of infection by viruses, worms, trojan horses, bugs, codes, hack, or anything else manifesting destructive properties.

12.2 To the maximum extent permitted by applicable law, all information, data, software, products, service and related material are provided by us on **as is, where is**, basis without warranty or condition of any kind.

12.3 You specifically acknowledge and agree that the application and impact of laws in relation to the information/data provided on our products, services, applications, platform and websites can vary widely based on the specific facts involved. Given the changing nature of laws, rules and regulations, and the inherent hazards of electronic communication, there may be delays, omissions or inaccuracies in information obtained through our products, services, applications, platform and websites. The accuracy of the information is solely your responsibility and/or responsibility of the User providing the same and we are not in any manner whatsoever liable for the accuracy of the information contained on or obtained through our products, services, applications, platform and websites.

12.4 Further, you acknowledge and accept that the information contained on or obtained through our products, services, applications, platform and websites is provided with the understanding that we are not herein engaged in rendering audit, legal, accounting, tax, credit, investment or other professional advice and services. As such, our products, services, applications, platform and websites should not be used as a substitute for consultation with professional audit, accounting, tax, legal, credit, investment or other competent advisers and you are solely responsible for all investment/transaction/analytics related decisions made in relation to any information accessed through our products, services, applications, platform and websites without any reference to, or recourse against us.

12.5 No statement or information, whether oral or written, obtained from us by any means or in any fashion, shall create any warranty or representation.

13. LIMITATIONS OF LIABILITY

13.1 In no event shall we or our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents, shareholders or Users be liable to you for any direct, indirect, punitive, incidental, special, consequential, exemplary or other type of injury/losses/damages including without limitation injury/losses/damages for loss of use, data, revenue or profits, arising out of or in any way connected with the use or performance of our products, services, applications, platform and websites, whether based on contract, tort, negligence, strict liability, the failure of any limited remedy to achieve its essential purpose, or otherwise, even if we or our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents, shareholders and Users has/have been advised of the possibility of injury/losses/damages.

13.2 Notwithstanding the other terms of this T&C and without prejudice to there being no liability of us and our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents, shareholders and Users towards you if, at all, we or our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents, shareholders and Users are determined to have any liability to you under or pursuant to this T&C for any loss, harm or damage, then you agree that our and our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents, shareholders and Users total, cumulative, collective and aggregate liability shall in all cases be limited to INR 5,000 (Indian Rupees Five Thousand only) or the fee (after taxes and non-refundable payments) actually paid to us by you for the subject transaction through our products, services, applications, platform and websites, whichever is less. The existence of more than one claim will not enlarge this limit on liability.

13.3 You understand and agree that the foregoing limitation of liability is an agreed allocation of risk and an essential part of this T&C. You understand and agree that without agreement to these limitations of liability provisions, we would not have provided our products, services, applications, platform and websites and would not have even entered into this T&C with you.

14. TERM, TERMINATION AND SUSPENSION

14.1 This T&C shall remain in full force and effect while you use our products, services, applications, platform and/or websites.

14.2 You may terminate your use or participation at any time, for any reason, by ceasing to use our products, services, applications, platform and websites and notifying us. The termination as against you shall not be effective till the time you have complied with all your obligations pursuant to this T&C and/or towards us and our suppliers, licensors, licensees, affiliates, partners, subsidiaries, employees, officers, directors, representatives, agents, shareholders and Users. You acknowledge and agree that if you cancel your account or terminate this T&C, the User access associated with the User Account may be removed permanently from our database, and if you wish to create an account again in future, you will have to create a new user account as per terms existing as on that date.

14.3 We have the right to immediately terminate this T&C or suspend your access to or use of our products, services, applications, platform and/or websites in case of breach of this T&C.

14.4 We reserve the right, from time to time, to suspend or discontinue any products, services, applications, platforms and/or websites, in whole or in part. You agree that we will not be liable to you or to any third party for any discontinuance or suspension of such products, services, applications, platform and/or websites, in whole or in part.

15. GENERAL

15.1 **Adequate Consideration:** You agree that this T&C is supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby confirmed and acknowledged by you. Without limiting the foregoing, you acknowledge that such consideration includes your access to and/or use of our products, services, applications, platform and/or websites.

15.2 **Entire Agreement:** Unless otherwise expressly stated herein, this T&C (read with any other agreement signed by us, additional terms issued by us, and our Privacy Policy) constitutes the entire agreement between you and us with respect to our products, services, applications, platform and websites; and supersedes all prior or contemporaneous communications, proposals and agreements, whether electronic, oral or written, between you and us with respect to the subject matter of this T&C.

15.3 **Modification:** We are entitled to revise, modify, amend or discontinue any of the provisions of this T&C from time to time including without limitation to reflect, inter alia, changes in market conditions, technology, requirements, laws etc. and we are not be obligated to obtain any approval/consent from you in this respect.

15.4 **Assignment:** You shall not assign or transfer this T&C, in part or full, without our prior written consent.

15.5 **No Waiver:** No delay in exercising our rights or remedies will operate as a waiver of such right, or remedy, or any other right or remedy. A waiver on one occasion will not be construed as a waiver of any right or remedy on any future occasion.

15.6 **Force Majeure:** We shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage; government restrictions (including lock-down); or any other event outside our or our service providers reasonable control.

15.7 **Relationship:** This T&C, between you and us, is on a principal to principal basis. You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this T&C or by access to or use of our products, services, applications, platform and/or websites.

15.8 **Feedback:** By providing comments, creative ideas, suggestions, reviews, proposals, plans, and other feedback relating to our products, services, applications, platform and/or websites (collectively, Feedback) to us, you grant to us an irrevocable, perpetual, exclusive, royalty-free and fully paid, worldwide, transferable license, with the right to sublicense the right to edit, copy, publish, distribute, translate, use and exploit such Feedback, in any format or medium now known or developed in the future, for any purpose (commercial or otherwise,) and in any manner. We will have no obligation to give you any credit or compensate you in connection with any Feedback. We reserve the right to accept, reject, or remove the Feedback in our sole discretion.

15.9 **Communication and Notices:** The communications between you and us use electronic means, whether you use our products, services, applications, platform and/or websites or send us emails, or whether we post notices on our products, services, applications, platform and/or websites or communicate with you via email, for contractual purposes, you: (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement as if it were in hardcopy writing. Notice shall be sent to the contact details set forth here (as such may be changed by notice given to the other party) and shall be deemed delivered as of the date of actual receipt.

To us: Addressing to the attention of designated grievance officer at **support@psbexchange.com** or at our address provided on our website.

To you: As per the contact details provided to us at the time of registration or as may be updated from time to time in our records.

We may give electronic notices to our user base by means of a general notice via our products, services, applications, platform and/or websites or may give electronic notices specific to you on email addresses on record in our account information database. We may give telephonic notice to you by calls to appropriate numbers on record in our account information database. You hereby authorize us to send service-related transactional SMS/messages, even in the case that your contact number is listed as DND with the concerned telecom regulatory authority.

15.10 **Language:** This T&C and all related documents are drawn up in the English language and shall be interpreted only in the English language.

15.11 **Headings:** The headings of sections/clauses included in this T&C are inserted for convenience only and are not intended to affect the meaning or interpretation of this T&C.

15.12 **Independent Review:** You acknowledge and agree to having read and fully understood the terms and conditions of this T&C, and all related policies referenced and incorporated in this T&C and agree to all its terms and conditions. Notwithstanding the identity of the drafters of this T&C, there will be no presumption for or against us or any other person arising out of or relating to the identity of such drafters.

15.13 **Errors:** There may be information on our products, services, applications, platform and/or websites that contains typographical errors, inaccuracies, or omissions. We reserve the right (without any obligation) to correct any errors, inaccuracies or omissions and to change or update the information on our products, services, applications, platform and/or websites at any time, without prior notice.

15.14 **Severability:** If any part of this T&C is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this T&C shall continue in effect.

15.15 **Governing Law and Dispute Resolution:** To the maximum extent permitted by law, this T&C shall be governed by the laws of India without reference to conflicts of law principles; and, subject to the arbitration provision below, you hereby consent to the exclusive jurisdiction and venue of courts in Mumbai (India) in all disputes arising out of or relating to the access to or use of our products, services, applications, platform or websites or relating to this T&C. Any dispute under this T&C shall be referred for resolution by arbitration by a sole arbitrator appointed by us. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and rules and amendments thereto, as amended from time to time and shall be held at Mumbai (India). The arbitration shall be confidential, and you shall not disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award.

15.16 **Survival:** The provisions of this T&C, which by its nature survives including without limitation Clauses pertaining to our proprietary rights, your indemnification obligations, your confidentiality obligations, our disclaimers, our limitations of liability and termination provisions shall survive expiry or termination of this T&C.