

Platform License Terms

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1. INTRODUCTION

1.1 Welcome to Taqtics.

1.2 These Terms (as defined below) set out the essential terms and conditions that govern: (i) our relationship with you and clearly define and document our rights, responsibilities, and obligations; (ii) your access to and use of the Platform and the Services (both as defined below) provided by Taqtics; and (iii) the actions, transactions and activities undertaken by you through the Platform or pursuant to the Services. These Terms form a valid and binding contract between you and Taqtics, including when you purchase a license from us to access and use the Platform.

2. TERMS AND CONDITIONS

2.1 These Terms constitute an electronic record within the meaning of Applicable Law (as defined below) and do not require any physical or digital signatures. These Terms are published in compliance with, and are governed by, the provisions of Indian law, including but not limited to: (i) the Indian Contract Act, 1872; and (ii) the (Indian) Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021, the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 and the (Indian) Digital Personal Data Protection Act, 2023.

2.2 Please read these Terms carefully before you purchase a license to access and use the Platform and the Services by executing a COF (as defined below). These Terms apply to all Users of the Platform and the Services, irrespective of the mode and the manner in which they have accessed the Platform and the Services. Please also read the Privacy Policy before you use the Platform and the Services. The Privacy Policy describes how we collect, store, secure, retain, use, process, disclose, share, transfer and dispose of the information we collect or that you provide when you access or use our Platform and the Services. If you do not understand or do not wish to be bound by these Terms, you should not purchase a license to access the Platform or use the Platform and the Services.

2.3 The Platform and the Services are available only to Persons (as defined below) who can enter into legally binding contracts under Applicable Law. Accordingly, the Platform and the Services are not targeted towards, nor intended for use by, anyone under the age of 18 (Eighteen) years or anyone who is disqualified or not competent to enter into a contract under the Indian Contract Act, 1872 or any other Applicable Law. By using the Platform or the Services, you represent and warrant that you are 18 (Eighteen) years of age or older and competent to enter into a contract. If you are not competent to enter into a contract for any reason whatsoever, you shall not, under any circumstances or for any reason, use the Platform or the Services. Further: (i) you must not be prohibited from using the Services under Applicable Law; or (ii) we must not have previously disabled your Account for violation of any Law or our Terms. We may, in our sole discretion, refuse to offer the Services to any Person and/or change its eligibility criteria at any time.

2.4 You are solely responsible for ensuring that these Terms are in compliance with all Laws applicable to you and the right to access the Platform and the Services is revoked where the Platform or the Services is prohibited or to the extent offering, or provision of the Platform and the Services conflicts with any Applicable Law.

2.5 The Platform is hosted, operated and controlled by Taqtics in India, and the Platform and the Services is not directed to any other jurisdiction or country, including any jurisdiction or country where the use would be contrary to Law or that would subject Taqtics to any registration or other requirement within such jurisdiction or country. Access to the Platform or the Services from countries, territories, and jurisdictions where such access is illegal is prohibited. Taqtics makes no representations that the Platform operates (or is legally permitted to operate) in all geographic areas, or that the Platform, or the Services or the information, offered through the Platform are appropriate or available for use in other locations. Accessing the Platform from territories where the Platform, or any functionality of the Platform or its portions thereof is illegal, is expressly prohibited. If you choose to access the Platform, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all Applicable Laws. Further, please refer to the country specific terms and conditions to know the specific terms, if any, applicable to you depending on the above or your place of residence.

2.6 Purchasing a license to access or use the Platform or visiting, browsing, accessing, or using the Platform and/or the Services, including by creating an Account (as defined below), constitutes your unconditional acceptance and agreement to be legally bound by these Terms. If you do not agree to these Terms, do not access or otherwise use the Platform or any of our Services. If you wish to terminate this contract at any time you can do so by closing your Account and no longer accessing or using our Platform and Services.

2.7 Taqtics may amend, modify, revise, update or otherwise change these Terms and the policies incorporated under Section 3.23 from time to time. A change that is materially adverse to the Client shall not apply to the Client until the commencement of the Client's next renewal term. All other changes take effect on expiry of the notice period. Changes required by Applicable Law may take effect on the date required by that law. Continued access to or use of the Platform after a change takes effect constitutes acceptance of the amended Terms.

3. DEFINITIONS AND INTERPRETATION

3.1 Definitions: In these Terms, the following words and expressions shall bear the meanings assigned to them below. Please review the definitions and that should help you understand these Terms:

3.1.1 "Applicable Laws" or "Laws" means all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, judgments, decrees, injunctions, rules, by-laws, regulations, notifications, circulars, guidelines, policies, directions, directives, demands conventions, orders, interpretations, licenses and/or permits of all governmental authorities of all relevant jurisdictions;

3.1.2 "Client" means a Person who has purchased a license from Taqtics to access and use the Platform subject to these Terms;

3.1.3 "Client's Business" means the business carried on by the Client from time to time;

3.1.4 "Client's Marks" means trademarks, service marks, trade names, service names, brand names, brand marks, internet domain names, identifying symbols, logos, emblems, signs or insignia, owned by the Client and its affiliates and licensors;

3.1.5 "Client's Content" includes all information, data, writings, scripts, images, pictures, photographs, graphics, videos, audio files, documents, presentations, reports, product portfolios, and any and all digital content and materials of whatsoever nature uploaded, published, provided or made available by the Client through the Platform;

3.1.6 "Client's Operations" means all actions, activities, processes, procedures, operations, transactions and communications undertaken or conducted by the Client through the Platform with respect to the Client's Business, whether existing as on the date or developed by the Client from time to time;

3.1.7 "Client's Users" or "Users" means the employees of the Client who are authorised by the Client to access and use the Platform;

3.1.8 "Client's Terms & Conditions" means the terms, conditions, rules, regulations, policies and procedures published by the Client for the Client's Users and other employees and personnel with respect to the access and usage of the Platform;

3.1.9 "Company's Marks" means the trademarks, service marks, trade names, service names, brand names, brand marks, internet domain names, identifying symbols, logos, emblems, signs, or insignia, owned by the Company and its affiliates and licensors;

3.1.10 "Company's Partners" means a licensee, channel partner, business partner, reseller, value added reseller, vendor, distributor, service provider, contractor, and/or systems integrator of the Company and such other Persons associated with of the Company;

3.1.11 "Company's Representatives" means the directors, officers, employees, consultants, contractors, sub-contractors, agents, and representatives of the Company;

3.1.12 "Company's Technology" means algorithms, software, hardware, code, technology, devices or other functional items, processes, systems, methods of operation, concepts, interfaces, web properties, communication pathways and/or protocols used by the Company to provide access to the Platform and the Software and to provide its related services, including the Services;

3.1.13 "Company's Trade Secret" includes the business idea, commercial secrets, commercial method, know how, compilation of information, practice, pattern, technology, programs, systems, processes, compositions, technological data, technological prototypes, sales methods, distribution methods, profiles, advertising and marketing strategies, and other proprietary information developed the Company that: (i) provides the Company with a competitive and economic

advantage; (ii) is treated by Company in a way that can reasonably be expected to prevent the public or competitors from learning about it; and (iii) the Company actively makes efforts to maintain as a secret;

3.1.14 “Force Majeure” means any event beyond the reasonable control of the Company including, but not limited to any act of God, act of governmental authorities, legislative changes, malicious third party attacks on the Platform and/or the Platform and the Software, electrical power fluctuations or failures, electrical or electromagnetic stress, environmental factors, failure of public utilities, labour unrest, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, national emergency, rainstorms, earthquake, fires, flooding, explosion or other exceptional weather conditions or natural disasters, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, destruction of service facilities, infectious diseases, epidemics, pandemics as well as lockdowns, travel restrictions or travel warnings due to any such events or any other change in circumstances;

3.1.15 “Intellectual Property Rights” or “Intellectual Property” means all rights in and in relation to all intellectual property rights subsisting in current or future products or services and includes the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and confidential information; (v) Internet domain names, Internet and World Wide Web URLs or addresses; and (vi) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and whether or not such registration has been obtained;

3.1.16 “Loss(es)” means and includes: (i) any and all monetary (or where the context so requires monetary equivalent of) losses, damages, liabilities, demands, charges, fines, fees, and penalties; (ii) costs and out-of-pocket expenses, including litigation expenses or expenses in relation to any claim, demand, action, or assessment, court costs, costs of investigation, fees paid and other disbursements made to attorneys', advisors, actuaries, accountants' and other experts; (iii) unless otherwise permitted by Applicable Law, any punitive, or other exemplary or extra contractual damages payable or paid in respect of any contract; (iv) amounts paid in settlement; and (v) liability imposed under any settlement, award, writ, order, judgment, decree or direction passed or made by any Governmental Authority;

3.1.17 “Parties” means the Company and the Client collectively and the term “Party” refers to the Company and the Client individually;

3.1.18 “Person” means any natural person, limited or unlimited liability company, corporation, partnership (whether of limited liability or unlimited liability), proprietorship, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law;

3.1.19 “Platform” means the online platform, mobile applications, widgets, and other downloadable applications developed, owned, operated and/or controlled by the Company and its affiliates/licensors, and branded or licensed by the Company under the name of the Client, through which the Company offers and provides its Software and Services;

3.1.20 “Software” means Company's proprietary software, and all products, modules and sub-modules, services (including all support, maintenance and professional services), contents, features, applications, tools, data, documentation, information, updates, upgrades, revisions, improvements, and modifications, related thereto, which are made available or enabled by the Company, including through the Platform (or through third party service providers or platforms of third parties);

3.1.21 “Taqtics” or “Company” means Peachy Technologies Private Limited, a company incorporated in accordance with the laws of India;

3.1.22 “Taqtics Group Entities” means Taqtics, and its subsidiaries, affiliates, associate companies and other group companies; and

3.1.23 “Terms” includes: (i) these terms and conditions; (ii) the Privacy Policy; (iii) such other guidelines, rules, policies and procedures posted by Taqtics on the Platform, from time to time (each of which is incorporated herein by reference and forms an integral part of these Terms); and (iv) any other agreements and terms and conditions entered into with Taqtics that govern: (a) the Client's relationship with Taqtics; (b) the Client's use of the Platform and the Services, as amended, modified and supplemented from time to time.

3.2 Interpretation

3.2.1 In addition to the above terms, certain terms may be defined elsewhere in these Terms and wherever such terms are used in these Terms, they shall have the meaning so assigned to them.

3.2.2 The terms “we”, “our” and “us” refer to Taqtics.

3.2.3 The terms “you” or “your” refers to the Client and the Client’s Users.

3.2.4 Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.

3.2.5 Words denoting singular shall include the plural and vice versa and words denoting any gender shall include all genders unless the context otherwise requires.

3.2.6 Section headings are for convenience only and do not affect the construction or interpretation of any provision of these Terms.

3.2.7 References to Sections are references to the sections of these Terms.

3.2.8 The term “includes” or “including” shall be construed to mean without limitation.

3.2.9 All references in these Terms to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation, or re-enactment (whether before or after the date of these Terms) thereof and all statutory rules, regulations and orders made pursuant to a statutory provision.

3.2.10 All references to these Terms shall be deemed to include any amendments or modifications to these Terms, from time to time

4. ABOUT THE PLATFORM AND THE SERVICES

4.1 In simple terms, Taqtics offers the Platform and the Software to the Client as a medium to streamline and effectively undertake the Client’s Operations. For the purpose of these Terms, usage of the term “Services” means all services, functionalities and tools offered via the Platform by Taqtics. Taqtics is only a platform service provider and an “intermediary” as defined and understood under Applicable Laws, including under the Indian Information Technology Act, 2000 including the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and other equivalent / similar legislations and Applicable Laws.

4.2 Taqtics is not a provider of the Client’s Business and has no responsibility or liability whatsoever with respect to the Client’s Business. The Client’s Business is owned, controlled, operated, and managed by the Client and the Client is solely responsible for the Client’s Business. The Platform is merely a technology that facilitates the Client’s Operations. Taqtics’s only responsibility is to provision the technology and the related services in accordance with these Terms. All the Client’s Content uploaded by the Client on the Platform and the overall management of the Platform and the Client’s Operations is the sole responsibility of the Client, and accordingly, the Client is, at all times, solely responsible for all the activities occurring on the Platform.

4.3 The Client’s Users shall abide by the Client’s Terms and Conditions and these Terms. The Client’s Users understand that any violation of these Terms may result in termination of the Client’s license to access the Platform.

4.4 Notwithstanding anything contained in these Terms, Taqtics shall not be required to provide a service to the extent the provision thereof would violate or contravene any Applicable Law.

4.5 The Client shall use the Platform and the features provided by the Platform in compliance with all Applicable Laws. You will not use the Platform, or any feature provided by the Platform for any purposes not intended under these Terms. You shall be responsible and liable to the Company for all actions, claims, proceedings, and Losses incurred by the Company arising out of, or in any way connected with, your use of the Services, the Platform or breach of these Terms.

4.6 The Services rendered by Taqtics are not exclusive to a Client or any other Person and Taqtics reserves the right to provide its services to any Person, including to the competitors of the Clients.

5. SUBSCRIPTION, PAYMENT TERMS AND ISSUE OF PURCHASE ORDER

5.1 Platform Pricing & Subscription

5.1.1 The Company offers various types of subscription plans for accessing the Platform and the Services ("Subscription Plan") and the Company's fee and payment structure for each Subscription Plan differs. Please read the details and terms applicable for each Subscription Plan on our subscription and pricing page before you purchase your Subscription Plan or you may request us to provide you with our Subscription Plans. The Company's billing depends on the Subscription Plan the Client has selected.

5.1.2 All payments to the Company shall be subject to applicable taxes including without limitation Goods and Service Taxes (GST) as may be applicable.

5.1.3 You agree to pay all fees and charges that are made to your account and that you are solely responsible for payment of these fees and charges. If you have not completed payments for your subscriptions, we may restrict your access to the Platform until your account becomes current and paid in full.

5.1.4 The Company reserves the right to change/revise the pricing of the Subscription Plans from time to time.

5.1.5 If you are unclear on the payments applicable to your Subscription Plan or have any questions about the Subscription Plans, then please write to us at support@taqtics.co and accounts@taqtics.co.

5.2 Cancellation and Refund Policy

5.2.1 A Client may terminate its subscription in accordance with Section 20.2.3 by written notice to the Company at support@taqtics.co and accounts@taqtics.co. Termination shall take effect in accordance with Section 20.2.3, and the Company will disable the Client's access to the Platform with effect from the date on which termination takes effect."

5.2.2 The Company may cancel the subscription of the Client at any time if the Client is in breach of these Terms.

5.2.3 Please note there shall be no refund of the fee paid for subscription under any circumstances whatsoever, save as expressly provided in Section 6.12.2.

5.3 Issue of Customer Order Form

5.3.1 The Client may obtain a license(s) to access the Platform and the Services from the Company, from time to time, by issuing a customer order form upon the Company specifying its license requirements (each a "COF"). All COFs placed by the Client upon the Company shall be in writing and may be placed by electronic mail or any other mode prescribed by the Company and must be executed and delivered by the Company and the Client.

5.3.2 Each COF, will, inter alia, specifically identify: (i) the effective date of commencement of the license and the term of license; (ii) the features of the Platform accessible corresponding to the license subscribed; (iii) the number of Client's Users who can access the Platform; (iv) the license fee and payment terms; and (v) any other details relevant to the license granted.

5.3.3 Each COF shall: (i) form an integral part of these Terms and be incorporated herein by reference; (ii) be deemed to incorporate by reference, the terms, and conditions of these Terms; and (iii) be governed by the terms hereof. Where the Company and the Client expressly agree additional or different terms in a COF, those terms shall take precedence over these Terms to the extent of the inconsistency. In all other cases, in the event of any inconsistency or conflict between these Terms and a COF, these Terms shall take precedence. The order of precedence shall be: (i) the relevant COF, as amended by any executed Change Request Form, in respect of terms expressly agreed therein; (ii) these Terms; (iii) the policies published by the Company and incorporated under Section 3.23; and (iv) any operational or informational materials issued by the Company, which shall have no contractual effect.

6. GRANT AND TERMS OF LICENSE & RELATED MATTERS

6.1 Grant of License: Subject to the terms and conditions of these Terms, the Company hereby grants to the Client, a fee-bearing, non-exclusive, non-transferable, revocable, restricted, limited, and non-sublicensable right and license to access and use the Platform solely for the purposes undertaking the Client's Operations to the extent stated in the relevant COF.

6.2 License Features: The license granted to the Client hereunder will enable the Client to have access to the features of the Platform specified in the relevant COF. The Platform will be branded under the Client's name and the Client's Marks and shall be accessible to the Client under a URL designated by the Company.

6.3 Upgradation of License Features: The Client may, at any time, and from time to time, upgrade the license features by subscribing to enhanced features offered by the Company by following the process prescribed by the Company in this regard and paying the additional fee and other charges. If the Client subscribes to the enhanced features, the terms of the relevant COF which are impacted shall be interpreted accordingly and the Company and the Client will mutually agree on the amendments to be carried out and accordingly modify the relevant COF. The additional features shall thereafter constitute the licensed features provided hereunder.

6.4 Commencement of License & Term

6.4.1 The Platform will be accessible to the Client from the effective license date specified in the relevant COF ("Commencement Date"). The Company may make the Platform available to the Client prior to the Commencement Date for the purposes of configuration, administrator setup and training during the onboarding period specified in the relevant COF. Such access forms part of the consideration for the onboarding fee, does not commence the License Term, and shall not be construed as extending the License Term or as subscription usage.

6.4.2 If the Client does not intend to renew the License Term, it shall notify the Company, in writing, at least 60 (sixty) days prior to the expiry of the License Term. In such an event, these Terms will automatically terminate upon the completion of the License Term. This Section governs non-renewal at the end of the License Term only, and is without prejudice to either Party's right to terminate during the License Term in accordance with Section 20.2.3.

6.4.3 If the Client notifies the Company of its intention to renew the License Term, the Parties may mutually agree to amend the relevant COF to extend the term and modify any other provisions as necessary. Alternatively, the Parties may execute a new COF that reflects the renewed License Term and updated commercials. If the Parties fail to amend the relevant COF or execute a new COF to reflect the renewed License Term and related commercials, and the Client continues to access and utilize the Platform and Services, the Client shall be deemed to have accepted an extension of the License Term for a period equivalent to the original term, and shall be obligated to pay the Company the then-applicable license fee in accordance with the terms of this Agreement.

6.4.4 If the Client does not notify the Company of the renewal of the License Term, then the license granted herein and these Terms will, upon the completion of the License Term, automatically renew and extend for such a period similar to the original period. In such an event, the Client will forthwith pay to the Company, the then applicable license fee for the license of the Platform and the Software. If the Client fails to pay the license fee within 7 (seven) days from the date of termination of the License Term, then the Client will pay to the Company the then applicable license fee for the license of the Platform and the Software together with an additional fee of 5% (five percent) of the applicable license fee. If the Client fails to pay the license fee within a reasonable period of time from the date of termination of the License Term, then the Company may, at its option, terminate the license immediately and the Client will continue to be liable to pay to the Company the license fee for the extended term. The payment obligation of the Client will survive the termination of the license and these Terms.

6.5 Use of the Platform and Software: The Client shall use the Platform and the Software solely for its internal business purposes. As a condition of the Client's use of the Platform and the Software, the Client shall not use the Platform and the Software for any purpose that is prohibited by these Terms. The Client is responsible for all the Client's activities in connection with the Platform and the Software and the activities of any Person who uses the Client's Account (as defined below) or who uses the Client's computers, systems, mobiles, machines, communication devices, network and others' applications and resources.

6.6 Creation of Account: To access the Platform and the Software, the Client will have to create an account on the Platform ("Account") and will be provided with secure access credentials (username and password). The Client shall be responsible for maintaining the confidentiality of its username and password. The Client shall be solely responsible for the activity that occurs under its Account, regardless of whether the activities are undertaken by the Client, its employees or a third party.

6.7 Registered/Authorized Users: The access to the Platform and the Software is limited to such number the Client's Users permitted under the license obtained by the Client and stated in the relevant COF. The Client will register each User on the Platform in the manner specified on the Platform.

6.8 Supporting Environment: The ability of the Client to access the Platform and the Software and the Company's obligations to provide its Services under these Terms are expressly conditioned upon the Client having the facilities, systems, hardware, software, and other equipment required for accessing and using the Platform and the Software ("Supporting Environment"). The Client shall be solely responsible to ensure that it provides the Supporting Environment. The Client shall properly train its staff in the use and application of the Platform and the Software and any hardware on which the Platform and the Software is used or installed.

6.9 Third-Party Technology & Services: In order to enjoy the license granted hereunder and to avail or to enable the Company to provide the Services, the Company may be required to obtain additional third-party technology ("Third-Party Technology") and third-party services ("Third-Party Services") from third-party vendors or service providers ("Third Party Service Providers"). The Company: (i) procures the Third-Party Technology and Third-Party Services on an "as is" basis; and (ii) there does not exist any warranty, guarantee, declaration or condition, express or implied, made by the Company, including implicit warranties as to merchantability, market quality, commercial value and fitness for any particular purpose whatsoever relative to the Third Party Technology and Third Party Services and the Company specifically disclaims all warranties and indemnities, express, implied or statutory with respect to the Third Party Services and Third Party Technology. The Company's ability to deliver its Services is subject to the Third-Party Technology and Third-Party Services provided by the Third Party Service Providers.

6.10 Training: The Company will provide training on the use and operation of the Platform and the Software to the extent, and for the duration, specified in the relevant COF and in the Onboarding Scope of Services published by the Company. Training programs will be designed and developed by the Company and delivered remotely at times determined by the Company in consultation with the Client. Training requested beyond the specified scope is chargeable as Professional Services at the applicable rate.

6.11 Scheduled Maintenance: The Company will perform scheduled maintenance of the infrastructure, software and other applications used to provide the Platform and the Software during which time the Client may experience some disruption in using the Platform and the Software.

6.12 Limited Software Warranty

6.12.1 The Platform will perform as per the written specifications provided by the Company to the Client. The warranties and remedies specified in this Section 6.12 will not apply if the Platform and the Software does not function due to: (i) misuse of the Platform and the Software by the Client (including any use of the Platform and the Software otherwise than in accordance with these Terms or any other written and explicit instructions provided by the Company); (ii) failure by the Client to comply with the instructions provided by the Company; (iii) Client's failure to provide the Supporting Environment; (iv) Third-Party Technology or Third Party Services; (v) any security breach or unauthorized access to Client's Account; and/or (vi) any failure, error, defect or malfunction resulting from any act, omission or event that is not attributable to the Company and/or the Company's Partners.

6.12.2 Subject to the limitations set forth in these Terms, the Client's exclusive remedy, and the Company's entire liability, arising from any breach of the warranty shall be, at the Company's option and at no cost to the Client, for the Company to make commercially reasonable efforts to correct or provide a reasonable workaround for the failure, error, defect or malfunction that caused the breach of the warranty. If the Company is unable to correct the performance of the Platform within a reasonable period, the Client may terminate the license and the Company shall refund the licence fee actually paid by the Client in respect of the unexpired portion of the then-current billing cycle, calculated on a pro-rata basis. This is the Client's sole and exclusive remedy for breach of the warranty in this Section, and operates as an express exception to Sections 5.2.3 and 20.3.4."

6.12.3 The Company does not warrant that the Platform and its Services will be free of interruptions, errors, bugs, or security problems. The Platform and the Services is provided on an "as is" basis and the Company specifically disclaims all warranties and indemnities, express, implied, or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, title, non-infringement, or any other warranty arising from the course of performance or course of dealing. Further, the Company does not warrant that the Platform and the Software and the Company's Services will meet the Client's requirements and expectations.

6.12.4 This disclaimer of warranties is an essential condition of these Terms. The Client expressly acknowledges and agrees that use of the Platform and the Software is at the Client's own discretion and risk, and the Client is solely responsible for any damage to the Client's systems or loss of data that results from the use of and access to the Platform and the Software or any related services. The Client assumes all responsibility for using the Platform and the Software to achieve the Client's intended results.

6.13 Client's Licenses: The Company requires certain licenses from the Client to use its platform, tools, data, and information in order to grant access to the Platform and the Software, undertake platform testing and provide related services. The Client hereby grants the Company a nonexclusive right and license to use the Client's platform, tools, data, information etc. for the purposes of providing access to the Platform and the Software and related services.

6.14 License Restrictions

6.14.1 Except to the limited extent expressly permitted in these Terms, the Client shall not and shall not permit others to (either directly or indirectly): (i) copy, adapt, alter, modify, translate, localize, merge and/or create derivative works of the Platform and the Software; (ii) reverse engineer, decrypt, disassemble, or decompile, the Platform and the Software, its source code, structure, algorithms or ideas underlying the Platform and the Software or reduce the Platform and the Software to human perceptible form and/or otherwise attempt to determine its underlying source code; (iii) avoid, circumvent or disable any security device, procedure, protocol or mechanism that the Company may include, require or establish with respect to the Platform and the Software; (iv) develop keys or license codes other than license keys provided by the Company for the Platform and the Software or attempt to defeat or circumvent any such keys or any other access restrictions included in the Platform and the Software or determine how any such keys are developed or bypass or delete protection methods provided for preventing unauthorized uses of the Platform and the Software for any purpose whatsoever; (v) alter, obscure, deface, remove, conceal and/or otherwise interfere with any eye-readable or machine-readable marking on the Platform and the Software which refers to the Company as the owner, author or developer of the Platform and the Software and all proprietary and Intellectual Property Rights contained therein; (vi) distribute, provide, lease, lend, use and/or allow others to use the Platform and the Software to or for the benefit of any third parties; (vii) provide the use of the Platform and the Software in any service bureau, time-sharing or facilities management arrangement and/or otherwise use the Platform and the Software to provide services to third parties; and/or (viii) transfer, transmit, export, or re-export the Platform and the Software or any portion thereof, in violation of any Applicable Laws.

6.14.2 The Client shall not and shall not permit others to: (i) use the Platform and the Software in any manner or for any purpose other than as expressly permitted by these Terms; (ii) use the Platform and the Software directly or indirectly in a manner inconsistent with its original design and intended purposes; (iii) modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Platform and the Software or its accessibility to other licensees, or the functioning of the partner networks or third-party platforms through which the Platform and the Software is provided, or attempt to do any of the above or take any action that imposes or may impose (as determined by the Company in its sole discretion) an unreasonable or disproportionately large load on the Company's (or third party service providers of the Company) infrastructure; (iv) transmit any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Platform and the Software, and/or organise, participate in or be involved in any way in an attack on the Company's servers and/or the Platform and the Software and/or those of its service providers and partners; (v) create, supply or use alternative methods of using the Platform and the Software or access any content on or of the Platform and the Software through any technology or means other than those provided or authorized by the Company or bypass, circumvent or attempt to bypass or circumvent any measures the Company may use to prevent or restrict access to the Platform and the Software (or other computer systems, resources or networks connected to the Platform and the Software); (vi) obtain or attempt to gain unauthorized access to other computer systems, resources, materials, information or any services available on or through the Platform and the Software or the Company's Technology through any means, including through means not intentionally made publicly available or provided for through the Platform and the Software; (vii) use the Platform and Software in any way that would subject the Company to any claim or action or infringe a third party's Intellectual Property Rights; (viii) access the Platform and the Software to test or monitor availability, performance, penetration or vulnerability testing or functionality for any benchmarking or competitive purpose; and (ix) use the Platform and the Software in a manner that violates any Applicable Laws or any of the Company's Intellectual Property Rights.

6.14.3 The Client shall specifically not and shall not permit others to: (i) use the Platform and the Software for commercial purposes without obtaining a license to do so from the Company; (ii) use the Platform and the Software to build a competitive product or service or to build a product or service using similar ideas, features, functions or graphics of the Platform and the Software; (iii) copy any ideas, features, functions or graphics of the Platform and the Software or to create derivative works; (iv) publish, provide or disclose to any third party any opinions relating to, or test results, benchmarking or comparative study involving the Platform and the Software without the prior written consent of the Company; (v) take any action that would cause the Platform and the Software (or any license or registration keys) to be placed in the public domain; (vi) disparage, tarnish or otherwise harm the Company, including the Platform and the Software; and (vii) assert, authorize, assist, or encourage any third party to assert any right or interest in the Platform and the Software or make any Intellectual Property infringement claim regarding the Platform and the Software.

6.14.4 The Client shall not, directly or indirectly, submit, upload, provide, transmit, distribute, post, store, link, or otherwise share content, information, data, software, and/or materials on the Platform or through the Platform and the Software that: (i) the Client does not have the right, authority or license to make available, whether under Law, contract or otherwise; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, tortious, offensive,

profane, obscene, or sexually explicit or contains or depicts pornography, or is otherwise inappropriate as determined by the Company, in the Company's sole discretion; (iii) is invasive of another's privacy; (iv) violates the publicity or proprietary or Intellectual Property Rights of third parties; (v) impersonates any person or entity; (vi) includes anyone's identification documents or sensitive financial information or any personal information about another individual or any information that may be used to track, contact or impersonate that individual; (vii) discloses or provides information protected under any Law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others, insider information or material, or non-public information; (viii) violates any Law; (ix) would give rise to criminal or civil liability (under tort or otherwise); (xii) encourages conduct that constitutes an offense or that encourages or provides instructional information about illegal activities; (x) has the potential to create a liability for the Company; (xi) could cause the Company to lose, in whole or in part, the Company's relationship with the Company's Partners, the Company's Representatives and/or the Company's licensees; (xii) interferes with or disrupts the operation of the Platform and the Software or the Company's Technology or the servers or networks used to make the Platform and the Software available, or violate any requirements, procedures, policies or regulations of such networks; and (xiii) threatens the unity, integrity, defence, security or sovereignty of any country, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

6.14.5 The Client shall not, directly or indirectly, use the Platform and the Software: (i) in violation of any Applicable Law; (ii) in a manner which could cause loss, damage or personal injury to any Person; (iii) for any fraudulent or unlawful purpose or for the promotion of illegal activities; and (iv) for any activities that are in competition with the Company.

6.14.6 Any activity that the Client is prohibited from performing under these Terms is equally prohibited to anyone using the Client's account, computers, systems, mobiles, machines, communication devices, network and others' applications and resources to access the Platform and the Software.

6.14.7 The Client shall assume full legal responsibility for any access and use of the Platform and the Software, and in the event of any breach of this duty resulting in legal claim against the Company, the Client shall defend, indemnify, and hold the Company harmless from all Losses arising therefrom.

6.14.8 The enumeration of violations in this Section is not exhaustive, and the Company has and will exercise its authority to take any action which is necessary to protect the Platform, the Services and the Company's Technology from acts that would be inimical to the purpose of this Section.

6.15 Modifications, Enhancements & Upgrades: The Company may, at its discretion, from time to time, modify or make enhancements and upgrades to the Platform and the Software, including for technical reasons such as updates, maintenance operations and/or to improve and/or optimize the Platform and the Software. These enhancements and upgrades may be made available to the Client, at the Company's discretion, at no charge or at an additional charge.

6.16 Suspension of License & Services: The Company may, without incurring any liability whatsoever, terminate or suspend the Client's access to the Platform and the Services if: (i) the Client is in breach of these Terms; and/or (ii) fails perform its obligations and responsibilities set forth in these Terms.

6.17 Termination of License for Breach: In addition to any other rights granted to the Company in these Terms, the Company reserves the right to suspend or terminate the Client's use of the Platform and the Software if the Client breaches these Terms.

7. SUPPORT SERVICES

7.1 Subject to the terms and conditions of these Terms, the Company will provide support services to the Client in connection with the Platform and the Software in accordance with the scope set out in the relevant COF ("Support Services").

8. COMPANY'S SERVICES

8.1 Subject to the terms and conditions contained in these Terms, the Company will provide the following services to the Client:

8.1.1 Hosting of Platform: The Company will develop, host, update and maintain the Platform for the purposes of these Terms.

8.1.2 Access & Operation of Platform: The Company will provide the necessary tools and facilities to the Client to enable it to: (i) incorporate the Client's Content on the Platform to enable the Client's Users to access the Client's Content from the Platform and carry out the Client's Operations; (ii) access information about the Client's Operations and managing the Client's Business; and (iii) manage its presence on the Platform.

8.2 The Company may, from time to time, adjust or modify the procedures, methods and the manner in which the Services have to be provided to reflect the general requirements, developing business and/or operating strategies of the Company.

8.3 Notwithstanding anything contained herein, the Client acknowledges, agrees and confirms that: (i) the Platform and the Services allow the Client to undertake the Client's Operations through the Platform; (ii) the Company is only providing the Platform as a medium to enable the Client to undertake the Client's Operations; and (iii) the Company is not engaging or involved in, either directly or indirectly, in conducting the Client's Business and the Client's Operations in connection therewith; and (iv) nothing contained in these Terms shall be construed to mean that the Company is engaged in the business of the Client.

8.4 Notwithstanding anything contained herein, the Company may, from time to time, appoint and enter into any arrangement or agreement with its affiliates and/or Company's Partners to perform all or any portion of the Services, without having to obtain the consent of the Client. However, the Company shall be ultimately responsible to the Client for the Services being provided. The Company may disclose the Confidential Information (as defined below) of the Client and the personal data of the Client and its employees and other personnel to the Company's Partners where such disclosure is required for the performance of the Services under these Terms.

8.5 The Company shall not be liable for any failures, non-compliances, delays and/or deficiencies in providing access to the Platform and the Software or the performance of the Services and such failure, deficiency, delay and/or non-compliance in performance shall not constitute the Company's failure to meet the requirements detailed in these Terms, to the extent that any such failure, deficiency, delay and/or non-compliance is attributable to: (i) Force Majeure (as defined below); (ii) Client's acts or omissions (including, among other things, violations of Law, misuse of the Platform and the Software, wilful misconduct, negligent acts or breach of these Terms); (iii) acts or omissions of third parties related to the Client, including the Client's Users; (iv) the Client's Content; (v) acts or omissions of the third party service providers, including providers of the Third-Party Technology and/or the Third-Party Services or deficiencies or defects in Third-Party Technology and/or the Third-Party Services; (vi) restrictions/constraints and/or other prohibitions imposed by Applicable Laws, public policy, moral and ethical standards and/or or standards prescribed by any recognized association; (vii) a failure by the Client to provide the Company, within a reasonable time, with any information or other material reasonably requested by Company for the performance of the Services; (viii) any inaccurate or misleading information supplied by the Client to the Company and upon which the Company relies in performing the Services; (ix) failure by the Client to take such corrective action which forms a part of the Client's responsibility, as may be reasonably requested and identified by the Company to the Client; and (x) such other reasons solely attributable to the Client or not attributable to the Company.

9. ADDITIONAL SERVICES

9.1 The Company may, if required by the Client, provide custom feature development services to assist or support the operations of the Client (collectively "Additional Services").

9.2 This Client may obtain one or more Additional Services from the Company, from time to time, by issuing a statement of work (each a "Statement of Work") upon the Company detailing out its requirements. All Statement of Works placed by the Client upon the Company shall be in writing and may be placed by electronic mail or any other mode determined by the Company and must be executed and delivered by the Company and the Client .

9.3 Each Statement of Work, shall, inter alia, specifically identify: (i) a detailed description of the Additional Services to be provided by the Company; (ii) the deliverables be provided to the Client in furtherance of such Additional Services ("Deliverables"); (iii) the specifications, if any, for the Additional Services and Deliverables; (iv) the applicable fees, pricing structure and terms of payment; (v) the time schedule/delivery date; (vi) the term of the Statement of Work, including any renewal options, termination rights and related notice periods; and (vii) any other information required to enable the Company to provide the Additional Services and Deliverables.

9.4 Each Statement of Work shall: (i) form an integral part of these Terms and be incorporated herein by reference; (ii) be deemed to incorporate by reference, the terms, and conditions of these Terms; and (iii) be governed by the terms hereof. Nothing contained in any Statement of Work shall in any way modify the terms and conditions of these Terms. In the event the Parties mutually incorporate any additional or different terms in any relevant Statement of Work other than as set forth in these Terms, the Statement of Work shall, to that extent, take precedence over these Terms. In all

other cases, in the event of any inconsistency or conflict between these Terms and any relevant Statement of Work, these Terms shall take precedence over the relevant Statement of Work.

10. RESPONSIBILITIES OF THE CLIENT

10.1 Support & Co-operation: The Client shall: (i) work with the Company in a mutually beneficial and cooperative fashion in availing the Services; (ii) perform, or cause its officers, employees, consultants, contractors, agents and representatives to perform, any and all actions required to facilitate the availing of the Services in an efficient and timely manner; (iii) diligently perform its responsibilities under these Terms; (iv) allocate sufficient resources for the purposes of these Terms; (v) ensure that its Account Managers are fully conversant with the business requirements and policies of the Client; (vi) provide to the Company, on a timely basis, any and all information, which is reasonably necessary for it to provide the Services; (vii) promptly respond to the queries submitted by the Company in connection with the Services; (viii) take ameliorative action to avoid the failure by the Company in the provision of the Services on account of any acts or omissions of the Client or third parties related to the Client; (ix) take all necessary and appropriate steps to avoid or prevent any circumstances which would expose the Company to any risks or liabilities; (x) promptly inform the Company of any claims, actions and other circumstances and events that may have an impact on these Terms, the Company and/or the Services; and (xi) not make unauthorized use of the Services, either directly or indirectly.

10.2 Operating Environment: The Client shall use the Platform only in an operating environment prescribed by the Company, including using hardware and software prescribed by the Company.

10.3 Client's Terms & Conditions: The Client shall provide clear and conspicuous notice to potential and existing Users of the Client's Terms & Conditions and require all Users to agree to the Client's Terms & Conditions in order to undertake the Client's Operations through the Platform.

10.4 Business Compliance: The Client shall ensure the Client's Business and the Client's Operations are compliant with all Applicable Laws. In no event shall the Client undertake any business or operations through the Platform which are violative of any Applicable Laws.

10.5 Authorized Users: The Client shall ensure that only the Client's Users access the Platform for the purposes stated in these Terms.

10.6 Supervision of Platform: Supervision & Control: The Client shall be solely responsible for undertaking the proper supervision, control and management of its access and use of the Platform and the Software, including, without limitation using the Platform and the Software in conformity with these Terms.

10.7 Uploading & License of Client's Content

10.7.1 The Client's Content shall be in compliance with all Applicable Laws. The Platform and the Software will enable the Client to upload the Client's Content on the Platform. The Client shall be solely responsible for uploading and publishing the Client's Content on the Platform. The Company does not control the manner in which the Client uploads/shares/transmits the Client's Content. The Company is not responsible in any manner whatsoever for the Client's Content that is uploaded/shared/transmitted by the Client. Further, the Client shall: (i) cooperate and assist in the management of the Platform by: (i) promptly answering all queries that the Company may have regarding the Client's Content; and (ii) assisting in resolving any issues that the Company may have regarding the Client's Content.

10.7.2 The Company is not responsible for screening, censoring or otherwise controlling the actions of the Client's Users, including whether the operations undertaken by them on or through the Platform are legal and valid as per Applicable Laws. The Client and the Client's Users are solely responsible for verifying the accuracy and correctness of their transactions and operations undertaken by them on or through the Platform. However, the Company may, under the following among other circumstances, access and view the Client's Content: (i) where required by Applicable Law; (ii) to provide the Services; (iii) to respond to support requests; (iii) to detect, prevent, or otherwise address any fraud, security, unlawful, or technical issues; and (iv) enforce the Terms. The Company may also install automated systems or use other technologies to analyse the Client's Content provided, uploaded, or posted on the Platform. The Company also reserves its absolute right to remove any Client's Content from the Platform if the Company determines in its sole discretion that such Client's Content is in violation of these Terms or any Applicable Law and/or industry practices. Further, if the Company suspects any illegal, wrongful or fraudulent activity on the Platform, notwithstanding any other rights the Company may have, the Company reserves the right to inform the relevant Governmental or law enforcement authorities. the Company will cooperate in all investigative procedures or requests for access / information initiated by any such Governmental or law enforcement authorities.

10.7.3 The Company may, upon notice to the Client, require the Client to discontinue or remove any Client's Content from the Platform if the Company is of the opinion that the relevant Client's Content: (i) violates the Client's

representations and warranties set forth herein; (ii) fails to comply with any Applicable Law; (iii) contains any programs, applications, interfaces or other functions that, given the nature of the Platform, in the Company's reasonable judgment, would have a deleterious effect on the Platform and its operations; (iv) would result in the Company being in violation of any Applicable Law; and/or (v) would result in the Company being subjected to claims by any third parties or any Governmental Authorities.

10.7.4 The Client's Content are the exclusive property of the Client. The Client can remove the Client's Content by deleting it. The Company is not responsible or liable for the removal or deletion of any of the Client's Content, or the failure to remove or delete the Client's Content. The Client is solely responsible for its Client's Content.

10.7.5 The Client hereby grants to the Company and the Company's Partners, a non-exclusive and royalty free right and license to use, modify, re-format, reproduce, adopt, incorporate, integrate, publicly display, distribute and create derivative works of the Client's Content, solely for the purpose of providing the Services hereunder. The Client represents and warrants to the Company that: (i) it is the sole and absolute owner of all rights, title and interest in the Client's Content and the Client's Confidential Information; (ii) the Client's Content and the Client's Confidential Information do not violate any Intellectual Property or proprietary rights of any third-party; (iii) the use of the Client's Content and the Client's Confidential Information by the Company and the Company's Partners do not and will not violate any intellectual property or proprietary rights of any third-party; and (iv) it has the absolute right and authority to grant a license to the Company and the Company's Partners to use Client's Content and the Client's Confidential Information in the manner and for the purposes set out in these Terms. If an action is brought against the Company and/or the Company's Partners claiming that the Client's Content infringes upon the intellectual property and proprietary rights of any third-party, the Client will defend, indemnify, and hold harmless the Company and/or the Company's Partners at the Client's expense and pay the damages and costs finally awarded against the Company and/or the Company's Partners in the infringement action.

10.7.6 Upon expiry or termination of the license granted to the Client hereunder for any reason, the Company shall prepare and deliver to the Client a complete, structured export of the Client's Content in accordance with the Data Management & Termination Process published by the Company. The Client shall retrieve and verify the export within 30 (thirty) days of delivery. Following that period, the Company shall be entitled to delete all of the Client's Content in accordance with the published process, without incurring any liability to the Client.

10.8 Security, Backup and Retention: The Client is responsible for all activities that occur under its Account, regardless of whether the activities are authorized by the Client or undertaken by the Client, its personnel or a third party. The Client is responsible for taking appropriate action to regularly secure, protect, backup and validate the integrity of backups of its Account and all the Client's Content. The Client shall implement, and is solely responsible for implementing procedures for the protection of Client's Content in the event of errors or malfunctions of the Platform and the Software or hardware on which the Platform and the Software is used. Save for the export and erasure obligations set out in Section 10.7.6 and the Data Management & Termination Process published by the Company, the Company will have no obligation to maintain the Client's Content in any form, in any system, or in its possession or control after expiry or termination of the license, and may destroy and dispose of the Client's Content in accordance with that process.

10.9 Approvals, Licenses & Authorizations: The Client shall obtain and maintain all registrations, permissions, approvals, consents, licenses, and other authorizations that may be required to be obtained under any contract, Applicable Law, or from a Governmental Authority and/or otherwise from any Person or third party which are necessary for the Client to undertake and perform its obligations under these Terms.

10.10 Legal & Regulatory Compliance: The Client, in performing the transactions contemplated by these Terms, including undertaking the Client's Operations through the Platform, it shall strictly comply with all Applicable Laws. In the event and to the extent that such Laws impose stricter obligations on the Client than those imposed under these Terms, then such Laws shall prevail to that extent.

10.11 Maintenance of Systems & Resources: The Client shall, at its sole cost and expense, maintain all systems, equipment, and resources as necessary for the performance of its obligations under these Terms.

10.12 Account Manager

10.12.1 The Client shall appoint and keep in place one or more project managers (individually, a "Account Manager") who will allocate such portion of his working time as may be reasonably necessary to facilitate the performance of the Client's obligations under these Terms, on a timely basis and in accordance with the terms hereof.

10.12.2 In the event a particular Account Manager shall be absent or otherwise unable to perform his duties for an extended period of time, then the Client shall identify an alternate person who shall have the same duties and authority

to act as that of the previous Account Manager. The Client may change its Account Manager at any time and from time to time with written notice to the Company.

10.12.3 The Account Manager shall: (i) be duly authorized to act for and on behalf of the Client with respect to all matters relating to these Terms; (ii) receive and provide all communications relating to the operational and other matters arising hereunder; and (iii) have overall responsibility for managing and coordinating the performance of the Client's obligations hereunder.

10.13 Monitoring & Auditing: The Company does not and is not under an obligation to examine and verify the usage of the Platform and the Software by the Client. However, the Company may, under the following among other circumstances, access and verify the Client's usage of the Platform and the Software: (i) where required by Applicable Law; (ii) to provide the Support Services and other services related to the Platform and the Software; (iii) to respond to support requests; (iv) to detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; and (v) enforce these Terms. Further, the Client understands, acknowledges, and agrees that the Platform and the Software is programmed to track the number of authorized devices, users and other usage related data, and Client consents to such operations and shall not engage in any activity designed to circumvent or obstruct, or which has the effect of circumventing or obstructing the Platform's and the Software's tracking capabilities. Further, the Client grants to the Company the right to monitor usage by the Client of the Platform and the Software. The Client shall maintain accurate records of its use of the Platform and the Software sufficient to demonstrate its compliance with these Terms.

11. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

11.1 Company's Intellectual Property

11.1.1 The Company's Technology, the Platform and the Software and the Company's Trade Secrets (collectively, the "Company's Intellectual Property") constitute valuable trade secrets of the Company. All worldwide intellectual property rights and other proprietary rights in and to the Company's Intellectual Property and all improvements and developments in connection therewith shall be and remain the exclusive property of the Company. The Client shall not, either directly or indirectly, infringe, misappropriate, or violate the Company's Intellectual Property in any manner whatsoever.

11.1.2 The Platform and all information and content available on the Platform (other than the Client's Content) and its "look and feel", including but not limited to the Company's Marks, copyrighted works, text, graphics, logos, button icons, images, audio/video clips, data compilations and software, and the compilation and organization thereof is the property of the Company, its affiliates, partners or licensors, or is used with consent of the owner and is protected by Laws, including Laws governing Intellectual Property. The reproduction and use of any of these by the Client is prohibited unless specific written permission is provided by the Company. Any unauthorized use shall violate applicable Intellectual Property Laws.

11.1.3 The name of the Company and the Company's Marks referenced on the Platform and the Software are the Intellectual Property Rights of the Company. Any unauthorized use of the same is strictly prohibited and all rights in the same are reserved by the Company. No use of any of the Company's Marks may be made by the Client without the express written consent of the Company.

11.1.4 The Client shall not, either directly or indirectly, infringe, misappropriate, or violate the Company's Intellectual Property in any manner whatsoever.

11.1.5 Except to the limited extent provided herein, nothing contained herein shall be deemed to grant the Client, either directly or by implication, estoppel or otherwise, any right or license in the Company's Intellectual Property.

11.1.6 Any Intellectual Property developed by the Company during the course of performing the services and obligations hereunder shall be and remain the exclusive property of the Company.

11.2 Client's Intellectual Property: The Client shall be and remain the exclusive property of the Client's Content and except to the limited extent provided herein, nothing contained herein shall be deemed to grant the Company, either directly or by implication, estoppel or otherwise, any right or license in the Client's Content.

12. PRIVACY

12.1 Taqtics views protection of your privacy as a very important principle. Our Privacy Policy governs our collection, use and disclosure of your personal information and is incorporated into and forms an integral part of these Terms. Where the Company processes personal data on the Client's behalf in the course of providing the Platform and the Services, such processing is governed by Section 15.4 and by the Data Processing Addendum published by the Company.

13. CONFIDENTIALITY

13.1 Each Party shall keep confidential all data and information of the other Party, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge from time to time, and which is identified as confidential or would reasonably be understood to be confidential ("Confidential Information"). Neither Party shall disclose the other's Confidential Information except: (a) to its personnel, sub-contractors and sub-processors who need it in order to perform under these Terms and who are bound by written confidentiality obligations no less protective than these; or (b) as required by Applicable Law. The Company's obligations under this Section extend to all Client's Content and to all personal data processed by the Company on the Client's behalf. This Section survives termination or expiry of these Terms for so long as the information remains confidential.

14. NON-SOLICITATION OF COMPANY'S PERSONNEL

14.1 The Client shall not, either directly or indirectly: (i) solicit, induce, encourage or attempt to solicit, induce or encourage any of the officers, directors, employees, agents, representatives or sub-contractors of the Company (collectively "Company's Personnel") for employment, unless prior written permission is obtained from the Company; (ii) induce or encourage or attempt to induce or encourage any of the Company's Personnel to breach any obligations of the Company under these Terms; and/or (iii) independently contract the services of any of the Company's Personnel under any circumstances whatsoever, without the prior written consent of the Company.

15. PROTECTION OF SENSITIVE & PERSONAL DATA

15.1 The Client acknowledges that in connection with the transactions contemplated under these Terms, it will receive and have access to data and information about the Company, its directors, officers, employees, consultants, agents, representatives, and clients, which is confidential, personal, and sensitive (hereinafter "Sensitive Data"). Accordingly, the Client shall strictly comply and cause its officers, employees, consultants, agents, and representatives to strictly comply and remain in compliance with all Applicable Laws relating to data privacy and security (hereafter "Data Protection Laws").

15.2 The Client shall and shall ensure that all its employees, personnel, consultants, agents, and representatives comply with the provisions of the Data Protection Laws and must not do, or omit to do, anything that would cause, or may be reasonably expected to cause the Company to be in breach of any provisions provided under the Data Protection Laws.

15.3 The Client shall: (i) implement and maintain all appropriate physical, technical, procedural and organizational security and confidentiality measures which are necessary to prevent, protect and/or identify unauthorized or unlawful access, use, misuse, transmission, dissemination, processing, alteration, modification and/or disclosure of the Sensitive Data; and (ii) ensure that all its networks, systems, Platforms, equipment and network elements on which the Sensitive Data is stored, transmitted or processed are located in secure physical facilities with access strictly limited and restricted to authorized individuals only.

16. INDEMNIFICATION

16.1 You shall indemnify, defend and hold harmless the Taqtics Group Entities and their respective affiliates, licensors, partners, officers, directors, employees, consultants, agents, representatives, contractors, content providers, vendors and suppliers from all Losses brought against or suffered by any of them resulting from, arising out of or relating to Client's (or any third party using your identity or your Account, computers, systems, mobiles, machines, communication devices, network and others applications and resources): (i) use or misuse of, or access to, the Platform and the Services; (ii) violation or breach of these Terms; (iii) violation or breach of any Applicable Law, whether or not referenced herein; (iv) violation of any rights of any third party; and (v) any dealings between the Client and any third parties. Taqtics reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Taqtics in asserting any available defences.

17. LIMITATION OF LIABILITY

17.1 The Client specifically acknowledges that the Platform and the Services are provided hereunder with the expectation that Taqtics shall not assume any risks of the Client. Accordingly, in no event shall Taqtics assume any risks of the Client.

17.2 The Client further acknowledges and agrees that every decision taken by it represents an assumption of risk and that Taqtics does not and shall not underwrite or assume the Client risk in any manner.

17.3 Taqtics shall not be held liable for any liabilities suffered by the Client or any third party relating to or arising out of: (i) a failure by the Client to adhere to these Terms; (ii) negligent acts of the Client; and/or (iii) breach by the Client of any Applicable Law.

17.4 In no event shall Taqtics Group Entities and their respective affiliates, licensors, partners, officers, directors, employees, consultants, agents, representatives, contractors, content providers, vendors and suppliers be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Services: (i) for any lost profits or other economic losses, loss of data and other programs, loss of opportunity, business interruption, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory or consequential damage of any kind whatsoever; (ii) for any bugs, viruses, trojan horses, or the like (regardless of the sources of origination), or (iii) for any direct damages in excess of the license fee paid to Taqtics, even if Taqtics has been advised of, knew, or should have known, the possibility thereof. You acknowledge that the license fee paid by the Client reflects the allocation of risk set forth in these Terms and that Taqtics would not enter into this agreement with the Client without these limitations. The Client hereby waives any and all claims against Taqtics arising out of the Client's use of the Platform and the Services. The Client's sole and exclusive right and remedy in case of dissatisfaction with the Platform and the Services or any other grievance shall be Client's termination and discontinuation of access to or use of the Platform and the Services.

17.5 In no event Taqtics Group Entities and their respective affiliates, licensors, partners, officers, directors, employees, consultants, agents, representatives, contractors, content providers, vendors and suppliers be liable any bodily injury, loss of life, loss of property or any other accident that arise out of or is in any way connected with any use of the Platform and the Services.

18. RELATIONSHIP OF THE PARTIES

18.1 The relationship between the Company and the Client is limited solely to the activities, rights and obligations set forth in these Terms. Nothing in these Terms shall be construed: (i) to create or imply any joint venture, franchise, agency, employment or partnership relationship between the Parties; (ii) to give any Party hereto the right to obligate or bind the other; (iii) to create any duties or obligations between the Parties except as expressly set forth herein; (iv) to grant any direct or implied licenses or any other right other than as expressly set forth herein; (v) to impose a liability on the one Party for any acts or omissions of the other Party; (vi) allow a Party to enter into any contract or agreement with a third party which purports to obligate or bind the other Party; (vii) allow a Party to claim, represent or hold itself out, to be an agent or representative of the other Party, or make or attempt to make any other commitments on behalf of the other Party; and/or (viii) give either Party the power to direct and control the activities of the other Party. The Parties agree and confirm that these Terms and the contract between the Parties evidenced by it are on "principal to principal" basis and they are independent contractors as, and to the limited extent, set out in these Terms.

19. SPECIFIC RELIEF

19.1 The Client acknowledges and agrees that the Company shall suffer irreparable harm and injury in the event the Client breaches any of its covenants/obligations under these Terms and that monetary damages shall be inadequate to compensate the Company for such breach. Accordingly, in the event of any breach or threatened breach by the Client of any of the provisions of these Terms, the Company shall, in addition to and not in limitation of any other rights, remedies or damages available to the Company under Law or in equity, be entitled to obtain a specific relief, including specific performance, temporary restraining order, preliminary injunction and permanent injunction from any authority or a court of competent jurisdiction in order to prevent or to restrain any such breach by the Client, or by any Persons directly or indirectly acting for, on behalf of, or with, the Client.

19.2 The Client acknowledges that each provision in these Terms providing for the protection of the Company rights, title and interests in the Company's Intellectual Property is material to these Terms which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for by means of damages in an action of law. Accordingly, the Company shall be entitled to injunctive and other equitable relief to compel the Client to cease and desist all unauthorized use and disclosure of the Company's Intellectual Property in addition to any other remedies available to the Company in law or equity, to prevent or cure any breach or threatened breach of these provisions.

20. TERM AND TERMINATION

20.1 Term: These Terms and the license granted hereunder shall commence on the Commencement Date and shall continue to be in full force and effect during the License Term unless terminated in accordance with these Terms.

20.2 Termination

20.2.1 Subject to these Terms, these Terms and the license granted hereunder shall automatically terminate upon the completion of the License Term, unless extended by the Parties.

20.2.2 The Parties may mutually agree to terminate the license granted herein and these Terms at any time.

20.2.3 Either Party may terminate the license granted herein and these Terms without cause by providing the other Party at least 60 (sixty) days prior written notice. Such termination shall take effect at the end of the billing cycle during which the 60 (sixty) day notice period expires, and the Client shall remain liable for all Fees payable in respect of that billing cycle. For the avoidance of doubt, no refund, credit, rebate, set-off or carry-forward shall be due in respect of any unused portion of any billing cycle or License Term.

20.2.4 The license granted herein and these Terms may be terminated immediately for cause by the Client in the event the Company fails to perform any of the obligations imposed upon it under these Terms so as to be in default hereunder and fails to cure such default (where such default is curable) within 30 (thirty) days after receipt of written notice thereof.

20.2.5 Notwithstanding anything contained herein, the Company may, at any time, terminate these Terms and the Client's right to access and use of the Platform and the Services if the Client is in breach any provision of these Terms.

20.2.6 Either Party may terminate these Terms immediately if the performance of any of the material obligations of such Party hereunder is restricted, prohibited or is held to be invalid and unenforceable by applicable law or by any judgment, order or decree of any court, or governmental authority.

20.2.7 The Company may terminate these Terms immediately in the event the Client: (i) conducts its business or activities in a manner which adversely affects the Company and its business; (ii) shall become insolvent or bankrupt; (iii) admits in writing its inability to pay its debts as they mature; (iv) makes an assignment for the benefit of creditors; (v) undergoes a change in ownership or management control; and/or (vi) ceases to function as a going concern or to conduct its operations in the normal course of business.

20.3 Consequences of Termination

20.3.1 Except for termination by the Company of these Terms on account of a breach by the Client, the termination of these Terms shall not affect any COF and/or Statement of Works which are in the course of performance as on the effective date of termination and the provisions of these Terms shall continue to apply to all COFs and/or Statement of Works until all obligations under those COFs and/or Statement of Works are completed or is otherwise terminated in accordance with the terms thereof.

20.3.2 The termination of any relevant COF and/or Statement of Work shall not affect the validity of these Terms, except as provided herein.

20.3.3 Upon termination or non-renewal of the License Term taking effect in accordance with Section 20.2, all licenses granted to the Client hereunder shall terminate and the Client shall have no further right to access the Platform and the Software, save in respect of any COF or Statement of Work which continues in force under Section 20.3.1.

20.3.4 In the event the license is terminated during the License Term for any reasons, the Company shall not refund the license fee to the Client under any circumstances save as expressly provided in Section 6.12.2..

20.3.5 Notwithstanding the termination of the license or these Terms, the Client shall remain obligated to pay for all Services rendered and all costs and expenses incurred in connection therewith. All payment obligations of the Client shall become immediately due and payable upon the termination of these Terms. The payment obligations of the Client will survive the termination of these Terms for any reason

20.4 Termination Without Prejudice:

20.4.1 The expiration or termination of these Terms shall be without prejudice to the rights of the Parties accrued up to the date of such expiration or termination.

20.4.2 Neither Party will be liable to the other for damages of any sort solely as a result of terminating these Terms in accordance with its terms, except as specifically provided above.

20.5 Survival: Any provisions of these Terms, which by their nature are meant to survive the termination of these Terms or are specified as such, shall continue to be binding, notwithstanding such termination.

21. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

21.1 These Terms, including all questions concerning the construction, validity and interpretation of these Terms shall be governed by the laws of India.

21.2 Subject to Section 21.3 below, the courts at Bengaluru, Karnataka, India, shall have exclusive jurisdiction for any and all matters, suits, actions or proceedings arising out of, related to or in connection with these Terms.

21.3 The Parties shall amicably resolve any and all disputes arising out of or in connection with these Terms, failing which the disputes shall be settled in accordance with provisions of the Indian Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint a sole arbitrator to conduct the arbitration proceedings. The seat and venue for arbitration shall be Bengaluru, Karnataka, India, and the language for arbitration shall be English.

21.4 Nothing contained in this Section will preclude a Party from applying for and obtaining any injunctive, prohibitory, equitable or other similar urgent or interim relief from a court of law if such judicial process is necessary to prevent serious and irreparable injury.

22. MISCELLANEOUS PROVISIONS

22.1 Force Majeure: The Company shall not be liable to the Client or be deemed to be in breach of these Terms by reason of any delay or deficiency in performing, or any failure to perform, any of its obligations hereunder, if the delay or deficiency or failure was due to Force Majeure. For the purposes of these Terms, "Force Majeure" shall mean any event beyond the reasonable control of the Company including, but not limited to any act of God, acts of governmental authorities, legislative changes, malicious third-party attacks on the Company's platform, electrical power fluctuations or failures, electrical or electromagnetic stress, environmental factors, failure of public utilities, labour unrest, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, import or export regulations or embargoes, national emergency, rainstorms, earthquake, fires, flooding, explosion or other exceptional weather conditions or natural disasters, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, destruction of service facilities, spread of infectious diseases, epidemics, pandemics as well as travel restrictions or travel warnings due to any such events or any unforeseen change in circumstances.

22.2 Legal Actions: No action, regardless of form, arising out of or relating to these Terms may be brought by the Client after 6 (six) months after the cause of action has accrued, except where this limitation cannot be imposed by Law.

22.3 Waiver: Failure of the Company to require performance of any provision of these Terms shall not affect the Company's right to full performance thereof at any time thereafter, and any waiver by the Company of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the Company.

22.4 Entire Agreement: These Terms including all related agreements and policies incorporated by reference herein, constitute the entire agreement between the Client and the Company related to the subject matter hereof.

22.5 Independent Rights: Each of the rights of the Company are independent, cumulative and without prejudice to all other rights available to it under law, equity or otherwise, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right by the Company, whether under these Terms or otherwise. The rights of the Company with respect to any matter conferred under any provision of these Terms shall be in addition to any other rights conferred under any other provision of these Terms, in law or in equity.

22.6 Severability: If any provision of these Terms is held to be illegal, invalid, or unenforceable under present or future laws such provision shall be fully severable. Thereafter, these Terms shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of these Terms and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from these Terms. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, we shall add as a part of these Terms, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

22.7 Evidence: Subject to the Applicable Laws of evidence, the Client hereby agrees not to object to admission of these Terms as evidence in legal proceedings.

22.8 Proof: Any data in our systems can be used as proof for things that relates to the Client's use of the Platform and the Services. This data can be used in legal proceedings, in the same way as any written document.



22.9 Assignment: These Terms and agreement evidenced by it is personal to the Client and is not assignable or transferable by the Client. Taqtics may assign, transfer or delegate any of its rights and obligations hereunder to any Person without the Client's consent.

22.10 Notices: Any notices, requests and other communications required or permitted hereunder to be provided by the user to us shall be in writing, in English language, and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by email followed by a confirmation of receipt. All notices will be deemed to have been duly given when received by us. Unless otherwise specified in these Terms, electronic notices should be sent to support@taqtics.co and accounts@taqtics.co. We will send our notices to the Client by way of an email at the email address provided by the Client.

Contact

You may contact us at the following address:

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