

## **GiNeo Terms of Service (India)**

This document is an electronic document and record in line with the Information technology Act, 2000 and rules as amended from time to time

Please read these Terms of Service (“**Terms**”) carefully. By using the Platform and the GiNeo Services, you agree to be bound by these Terms and are deemed to have executed these terms electronically.

The headings contained in this document are for reference purposes only. You should print a copy of these Terms for your records.

### **0. Definitions**

**'Aadhaar'** shall mean a unique 12 digit number assigned by the government of India through Unique Identification Authority of India for each resident in India

**'Account'** shall mean and refer to the account created by the user on the Portal for availing Gineo Services

**'Applicable Laws'** shall mean and include all applicable statutes, enactments, acts of legislature or the parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court and applicable international treaties, and regulations, in force at the relevant time in India

**'Borrower'** shall mean and include You and/or your successors, legal heirs

**'Customer'** shall mean and include You, and/or your successor, legal heirs

**'Deferred Payment Structure'** shall mean an interest free loan payable in certain defined instalments

**'Gineo Services'** shall mean the platform services provided by Gineo and shall include but not limited to (i) facilitation, maintenance, and management of various services, (ii) facilitating credit / loan from NBFC, (iii) collecting and settlement of funds to merchants. Gineo reserve the right to add, modify, and remove any features and services in the Gineo Services as and when it deems fit

**'KYC'** shall mean Know Your Customer – a set of identification including Aadhaar, PAN, name and address of any individual in India as prescribed by the Reserve Bank of India (RBI)

**'Lender'** shall mean and include banks, non-banking financial institutions, and other credit providers that provide loan to You

**'Merchant'** shall mean and include any merchant/seller on which the User is using Gineo Services for necessary and applicable transaction

**'Merchant Platform'** shall mean the mobile or other internet enabled application, web-application, web-link, or any other such platform owned and/or operated by the Merchant for sale of their products and/or services

**'NBFC'** shall mean any Non-Banking Financial Company involved in the business of providing loan(s) to Customer

**'PAN'** shall mean a 10 digit (5 alpha, 4 number, 1 alpha) Permanent Account Number assigned by the Government of India for each tax-payer in India

**'Portal'** shall mean and include the website or mobile application or any other internet platform managed and operated by Gineo (hereinafter referred to as **'Gineo'** or **'Us'** or **'We'**)

**'Privacy Policy'** shall mean the privacy policy of Gineo that is applicable to You

**'Transaction'** shall mean every request made by the User for sending and receiving of payments including payment to Merchants or funds transfers

**'User'** shall mean and refer to any individual or legal entity who registers with Gineo to receive Gineo Services

**'We'** or **'we'** or **'us'** means Gineo

**'You'** or **'you'** or **'your'** shall mean a User

## 1. Parties to these Terms

These Terms are a legally binding agreement between you (“you”, “your” or the “Customer”) and Gineo Fintech Private Limited (CIN U72900TN2022PTC151808 dated 2-May-2022) having its registered office at No. B3, Second Street, Sriram Nagar, Vyasarpadi, Chennai – 600039, doing business as GiNeo (“we”, “us”, “our”, “GiNeo”), collectively, the “Parties” and each individually as “Party”.

These Terms shall govern your use of GiNeo website, including any sub-domains hereof, and any other websites through which GiNeo makes its services available, through its mobile, tablet and other smart device applications, application program interfaces (collectively, the “Platform”) and the services provided through the Platform in the manner described in Clause 2.1.

## 2. GiNeo Services

2.1 We operate a Platform which enables retailers, merchants, stores or owners of websites of online stores (“Merchants”), and lenders (Non-Bank Financial Companies- NBFCs) offer you the option to make payment for their goods and/or services (“Merchant Services”) on a deferred and interest free basis (“Deferred Payment Structure”). The services performed by the Platform that facilitates the Deferred Payment Structure shall be referred to as the “GiNeo Services”.

2.2 For the avoidance of doubt, the GiNeo Services do not constitute a lending or credit facility offered by GiNeo to you, and GiNeo does not provide any credit to you.

2.3 Merchants remain fully responsible for their Merchant Services and the purchase of the Merchant Services shall remain a contract between yourself and the Merchant. GiNeo expressly disclaims all warranties related to the Merchant’s sale of the Merchant’s products or services, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

THE MERCHANT IS SOLELY RESPONSIBLE FOR ANY LIABILITIES INCURRED AND OBLIGATIONS DERIVED FROM AND IN THE COURSE OF PROVIDING THE MERCHANT SERVICES. ANY FEES CHARGED BY THE MERCHANT FOR THE USE OF GiNeo SERVICES (IF ANY) DO NOT REPRESENT ANY FEES CHARGED OR INTENDED TO BE CHARGED BY GiNeo TO ANY CUSTOMERS IN ANY WAY.

2.4 Due to the nature of the internet, GiNeo cannot guarantee the continuous and uninterrupted availability and accessibility of the Platform. GiNeo may restrict the availability of the Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Platform. GiNeo may improve, enhance, and modify the Platform from time to time. GiNeo shall not

t be liable in any way to you for any interruption to the use of the GiNeo Service during such period of maintenance or system upgrades.

### 3. Eligibility; Account Creation; Member Verification

#### 3.1 Eligibility.

a. To be eligible to use the Platform and/or the GiNeo Services, you must:

- i. be an individual who is at least eighteen (18) years old;
- ii. be capable of entering into a legally binding contract;
- iii. have a valid and verifiable email address and mobile telephone number in your name;
- iv. have a valid AADHAAR card and PAN card issued in your name and linked to your mobile number
- v. provide a valid physical residential and delivery address;
- vi. be an authorised holder of an eligible UPI-ID linked to one of your bank accounts, credit card or other payment method as may be accepted by GiNeo from time to time ("**Payment Method**") in your name. For the avoidance of doubt, a Payment Method shall not include any issued prepaid debit cards, virtual debit or credit cards or virtual account numbers, gift cards or any other type of access card; and
- vii. create an Account in accordance with Clause 3.2.

b. By creating an Account, you represent and warrant that you are eligible and meet all the requirements in Clause 3.1a.

#### 3.2 Account.

- a. You must create and register a password-protected account on the Platform ("Account") by providing GiNeo with such information as may be required for the purposes of creating such Account, including but not limited to details relating to your Preferred Payment Method (defined in Clause 4.1 a.ii).
- b. Notwithstanding your fulfillment of the criteria set out in Clause 3.1a above and your provision of the information referred to in Clause 3.2a above, we reserve the right to, at our sole

discretion, refuse to allow you to create an Account. In the event of such refusal, you will not be able to use the GiNeo Services.

- c. We will manage the personal data you provide to us in connection with the GiNeo Services in accordance with our Privacy Policy, available at <https://www.GiNeo.in/privacy-policy>.
- d. You may only hold one GiNeo Account. Your Account is strictly personal to you and cannot be assigned or (re)sold to third parties.
- e. In consideration for your use of your Account, you agree to:
  - i. provide true, accurate, current and complete information about yourself in a timely manner as requested by GiNeo from time to time and to promptly notify us of any changes. We will not be responsible for any losses or charges incurred in relation to your failure to do so;
  - ii. be solely responsible for the safety and security of your password. Where you believe that your password has been compromised or that there has been a security breach, you shall notify us immediately, and in the event that you fail to do so, you shall be liable for further purchases made using your Account;
  - iii. be fully responsible for any unauthorized access to your Account, and shall notify us immediately, failing which, you shall be liable for all purchases made using your Account;
  - iv. immediately inform us of any actual or potential fraudulent activities relating to your Preferred Payment Method (defined in Clause 4.1a.ii)) and to allow us to share such information with third party payment providers for the purposes of reducing further fraudulent activities;
  - v. ensure that your Account is used in a responsible and lawful manner and to not use your Account to misrepresent your identity; to procure any goods or services that are illegal or unlawful in nature or in a manner that contravenes any anti-money laundering laws; or for the purposes of accomplishing a cash advance;
  - vi. comply with our operating procedures as may be informed to you from time to time;
  - vii. authorise and permit GiNeo to share and pass any of your data and information with other third parties and intermediaries, in relation with providing the GiNeo Services to you;
  - viii. permit Gineo to terminate your account at any time, if any information provided by you is false, inaccurate or incomplete or if we discover that you are not eligible to use Gineo Services or for any other reason that we deem fit and we are not obliged to provide you the reasons for such termination or suspension;
  - ix. Gineo using the information provided by you to determine your eligibility to use Gineo Services, and the information shared by you may also be shared with other third parties for determining your eligibility to use such third party services as and when required;

x. receive communication from us or any person authorised by us, on your registered mobile phone number (via phone call or SMS or WhatsApp message) and/or email-id and you further agree that any such communication so received by you will not amount to spam, unsolicited communication or violation of your registration on the national '**do not call**' registry;

xi. using the Account, Portal, Merchant Services and Gineo Services in accordance with the Applicable Laws and only for its intended use and purpose;

xii. disclose your information as necessary to comply with Applicable Laws, or any valid government or other authority's request;

xiii. directly or through service providers, monitor your transactions for high-risk practices or fraudulent transactions and Gineo reserves the right to suspend your Account if Gineo believes that there is suspicious or unusual activity on your account;

xiv. retain the right to reject a Transaction and/or settlement of payments at our sole discretion without assigning any reason, including but not limited to reasons of risk management, suspicion of fraudulent, illegal or doubtful Transactions, selling of prohibited items, etc.;

xv. Gineo to undertake action on your Account as per the directions from a statutory or governmental authority or as may be mandated by the Merchant/Lender or others, as applicable;

### 3.3 Verification and Other Checks.

You authorise us to conduct checks, validations and risk assessments, and to make, directly or through third parties, any inquiries necessary to verify your identity, to assess your capability to make payments under the Deferred Payment Structure, and as required by applicable laws or regulatory requirements. You further agree and authorise us to share such information with the Merchant, our affiliates and/or any other third party as may be relevant and/or necessary for the provision of the GiNeo Services.

## 4. **Payment Details**

### 4.1 Payment Methods

a. To complete the opening of an Account, you will be required to:

i. identify a Payment Method for your Account by providing the relevant UPI-ID, and/or other payment details in relation to such Payment Method;

ii. indicate your preferred Payment Method ("**Preferred Payment Method**") which shall refer to: (1) where you have identified more than one Payment Method, the Payment Method that you have selected; or (2) where you have only selected one Payment Method, that Payment Method; and

- iii. expressly consent to, authorise and instruct us to initiate recurring UPI-ID , credit and/or other payment transactions from the Preferred Payment Method in relation to purchases made in connection with your Account.
- b. For the avoidance of doubt, you shall be responsible for ensuring that you have sufficient funds available in relation to your Preferred Payment Method(s). As such Preferred Payment Methods are provided by other third parties, GiNeo accepts no liability in relation to the same. You agree to be bound by any agreement or rules of such other third party, like a NBFC, and are responsible for all fees & other charges charged by the same.

## 5. Orders

- 5.1 When you select the Deferred Payment Structure as a means of payment for Merchant Services, you are deemed to make an order with that Merchant under the terms of the Deferred Payment Agreement, available at <https://www.GiNeo.in/purchase-payment-contract> (“**Order**”) with the respective NBFC. Orders are subject to the Merchant's and GiNeo's approvals. We may, in our sole discretion, decline to facilitate the Deferred Payment Structure for an Order, or cancel an approved Order before the Merchant Services are delivered or supplied, for any reason including but not limited to your history of Orders or to prevent against fraud, legal, regulatory or non-payment risk.
- 5.2 The use of the Deferred Payment Structure may not be available for all purchases of all Merchant Services, and GiNeo may, at its sole discretion, set certain prescribed minimum or maximum purchase amounts for which the Deferred Payment Structure will be made available.
- 5.3 Upon the completion of an Order and GiNeo’s approval of the same, the Merchant will immediately sell and irrevocably assign the Merchant’s rights under the relevant Deferred Payment Agreement to GiNeo or a third-party assignee designated by GiNeo (the “**Assignee**”).
- 5.4 If your Order is approved, you will be notified via the Platform of the same. The Platform will inform you of (a) your total Order amount; (b) a payment schedule (“**Payment Schedule**”) showing the amount and due dates for each deferred payment (“**Deferred Payment**”); and (c) will indicate your preferred Payment Method (“**Preferred Payment Method**”). You will be required to confirm that you have reviewed this information and accepted it (“**Payment Schedule Confirmation**”). These details are also available for view in your account on the Platform. The Deferred Payment Agreement, Payment Schedule and your Payment Schedule Confirmation for each Order are both hereby incorporated into these Terms.

5.5 You agree to pay, and accept sole liability for, the full amount of the Deferred Payments. Each

Deferred Payment will be collected by charging your Preferred Payment Method on the due date(s) specified in your Payment Schedule. If you do not make the Deferred Payments as and when they fall due (including if the Payment Method is declined), or if such payments are not successfully processed on the relevant due date, you will be immediately suspended from the Platform, your Account may be deactivated, and you may be charged administrative charges; for more information, please see Clause 7 below. You may additionally be subject to fees or charges assessed by your card provider, payment provider, payment processor and/or any other financial institution providing the relevant Payment Method. Please note that a late or rejected payment may occur because you did not update your Account with all changes to your credit/debit card information and your Preferred Payment Method.

## 6. Errors and Refunds

6.1 If you wish to make an Order at a Merchant's physical store, you must key in the correct purchase price for the Order using the GiNeo Platform (including any applicable goods and services tax and surcharges). **WE SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF YOUR FAILING TO INPUT THE CORRECT PURCHASE PRICE.** In the event of an error, you may immediately request that we refund you for the proposed Order. We may, but shall not be obliged to, process a full refund and allow you to make another Order afresh.

6.2 If you wish to return or discontinue Merchant Services that have been purchased using the Deferred Payment Structure and/or request for a waiver of outstanding Deferred Payments, or a refund, return, or replacement as may otherwise be accepted or permitted by law, such waiver, refund, return or replacement shall be subject to (i) the relevant Merchant's refund process and procedures; and (ii) our own checks in relation to the refunds, returns and replacements. Until the return, discontinuation, refund or waiver has been processed through the Platform, you will remain liable for the full payment of the Merchant Services. All Deferred Payments will continue to be processed in accordance with the dates set out in your Payment Schedule.

6.3 Once the refund or waiver process has been completed, the amount that we have agreed to refund to you ("**Refunded Amount**") will be returned to you. Subject to GiNeo's absolute discretion to vary the amount, manner and order to which the Refunded Amount shall be applied, the Refunded Amount shall first be applied to reduce the next due Deferred Payment, and then to the subsequent Deferred Payment until all of your remaining payment obligations are extinguished, as applicable depending on the Refunded Amount. If the Refunded Amount is greater than the aggregate amount of amounts owed in such subsequent Deferred Payments, such amounts will be refunded to the same Payment Method used to purchase the Merchant Services.

6.4 While we will process refunds as soon as reasonably practicable, the timing to receive any refund will vary based on the Payment Method and any applicable payment system (e.g., third party online payment processor, Visa, Mastercard, etc.) rules and practices. You acknowledge and agree that any refund amount due to be repaid to your relevant Payment Method, like UPI-ID or credit card, is subject to handling methods outside our control and you shall not hold us responsible for any delays in relation to the same.

## 7. Account Suspension and Late Fees

7.1 Your eligibility to use the GiNeo Services shall be assessed and determined on an ongoing basis at our sole discretion. We reserve the right to deny, suspend or terminate provision of the GiNeo Services or your Account at any time and for any reason without consent or prior notice. **WE SHALL NOT BEAR ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF YOUR ACCOUNT BEING SUSPENDED OR CLOSED FOR ANY REASON. FOR THE AVOIDANCE OF DOUBT, THIS SHALL INCLUDE ANY LOSSES THAT MAY BE INCURRED IN RELATION TO ANY PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR PAYMENT METHOD IS CHARGED.**

### 7.2 Reactivation of Account and Administrative Fees

a. In the event your Account is suspended, you will be required to pay all outstanding amounts due on your Account, and an administrative fee ("**Administrative Charge**") as determined by us in our sole discretion, derived as follows:

i. Refer to Annexure-1 for Administrative Charge upon the non-repayment of each Deferred Payment.

b. We reserve the right to change the Administrative Charges at our sole discretion and without prior notice to you.

c. We may, in our sole discretion waive such Administrative Charge and reactivate your Account if we believe that your Account was suspended due to a system error, failure or security breach. Please provide us with the relevant evidence for our consideration at [support@GiNeo.in](mailto:support@GiNeo.in).

## 8. Account Termination

8.1 You may request to close your Account at any time by contacting us at [support@GiNeo.in](mailto:support@GiNeo.in). Your request may take up to thirty (30) calendar days to process.

8.2 Your request to close your Account will be denied if:

- a. any amounts due to us or the Assignee are unpaid. We may limit your ability to use your Account;
- b. you are subject to any investigation, in connection with or arising out of your use of GiNeo Services or Deferred Payment Structure; or
- c. there are any outstanding disputes between you, us, NBFC(Lender) or any Merchants.

8.3 You remain liable for all obligations related to your Account even after your Account is closed. GiNeo will retain your information in accordance with our Privacy Policy: (available at <https://www.GiNeo.in/privacy-policy>) and any applicable law, rule, or regulation.

## 9. Intellectual Property

All content included in or made available through the GiNeo Services, such as text, graphics, logos, button icons, images, digital downloads, data compilations, and software is protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) are owned by GiNeo or its affiliates. The copying, redistribution, use or publication by you of any part of the GiNeo Services, unless expressly permitted in these Terms, is strictly prohibited. Use of the GiNeo Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the GiNeo Services does not constitute a waiver of any right in such information and materials. For the avoidance of doubt, the use of the term “software” herein shall include its respective components, processes and design in its entirety.

## 10. Trademark Notices

The trademarks, service marks and logos (the “**Trademarks**”) used and displayed on the GiNeo Services are registered and unregistered Trademarks of GiNeo and/or the respective Merchants offering Merchant Services, or NBFCs or other such service providers on the Platform. Nothing on the GiNeo Services should be construed as granting you, by implication, estoppel or otherwise, any license or right to use any Trademark or any other GiNeo intellectual property displayed on the GiNeo Services. The name “GiNeo” and any other Trademarks shall not be used in any way, including in advertising or publicity pertaining to distribution of materials on the GiNeo Services, without prior written permission from GiNeo.

## 11. Communications

11.1 All notices or other communications between the Parties shall be given in writing in the English language and shall be delivered:

- a. to you, via electronic mail to the email address you have provided to us, or to us, at [support@GiNeo.in](mailto:support@GiNeo.in); or

b. via text messages to the mobile phone number you provided to us.

11.2 All emails and text messages shall be deemed received upon successful transmission unless stipulated otherwise.

## 12. Transfers or Assignments

12.1 You shall not transfer or assign any rights and/or obligations you may have under these Terms without our prior written consent.

12.2 We may transfer, assign or novate these Terms, and any rights, obligations and conditions under these Terms, to a third party without your consent or notice.

## 13. Changes to these Terms; Conflict of Terms

13.1 Additional terms and conditions may apply to purchases of goods or services, such as the Deferred Payment Agreement you will enter into with NBFC, and to specific portions or features of the Platform, all of which terms are made a part of these Terms by this reference. You agree to abide by such other terms and conditions. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Platform or for any service offered on or through the Platform, the latter terms shall prevail with respect to your use of that portion of the Platform or the specific service.

13.2 We reserve the right to vary or amend these Terms from time to time without requiring express or implied consent and without prior notice of such variations or amendments. Such variations or amendments to these Terms shall be effective upon such updated version being uploaded on our Platform at <https://www.GiNeo.in/terms-of-service>. You agree that it shall be your responsibility to review these Terms regularly with hereupon the continued use of the GiNeo Services after such variation or amendment of these Terms shall constitute your consent and acceptance of such variation or amendment, regardless of whether you have reviewed the updated version of the Terms.

## 14. Indemnification

14.1 You agree to release, indemnify and hold harmless GiNeo or its subsidiaries, partners, affiliates, employees, directors, officers, agents, representatives and/or any third parties providing services for and/or on behalf of GiNeo ("**Indemnified Parties**") from and against any claims, liabilities, damages, losses and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way related to these Terms, your use of the Platform, the GiNeo Services and/or the Deferred Payment Structure.

14.2 GiNeo reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of GiNeo and shall cooperate as fully and as reasonably required in the defense of any claim including providing GiNeo with access to any relevant documents, records or premises for purposes of assessing such claim. For the avoidance of doubt, this Clause 14.2 will survive these Terms and the termination of your Account.

## **15. Limitation of Liability**

15.1 To the extent permitted by law, under no circumstances shall the Indemnified Parties be liable to you or any third parties for any indirect, incidental, consequential, special or exemplary damages (whether in contract, tort, equity or otherwise), arising out of or relating to the use of the Platform, the GiNeo Services, the Deferred Payment Structure, or GiNeo's or your liabilities to third parties arising from any source.

15.2 You agree that the aggregate liability of the Indemnified Parties to you for all claims arising out of or related to the Terms, the use of the Platform, the GiNeo Services, the Deferred Payment Structure, or GiNeo's liabilities to third parties arising from any source will not exceed the lower of: (a) the amount of any affected Order(s) giving rise to such damages, or (b) the amount of Indemnity Charge specified in Annexure-1. These limitations will apply even if the above stated remedy fails of its essential purpose.

## **16. Disclaimer of Warranties**

16.1 **THE GiNeo SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOLLOING, GiNeo SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

16.2 **GiNeo DOES NOT WARRANT OR GUARANTEE THAT THE GiNeo SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE GiNeo SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE GiNeo SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE GiNeo SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

16.3 GiNeo does not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a Merchant. GiNeo does not have control of, or liability for, Merchant Services that are bought or sold through the Platform.

## **17. Miscellaneous**

17.1 These Terms, as amended from time to time, are effective until you terminate your Account and all amounts due to us or Merchants have been paid. The following provisions of these Terms shall survive termination of your use or access to the GiNeo Services: Clauses 14 (Indemnification), 15 (Limitation of Liability), 16 (Disclaimer of Warranties), 17 (Miscellaneous), 18 (Dispute Resolution), 19 (Applicable Law and Jurisdiction), and any other provision that by its terms or implication survives termination of your use or access to the GiNeo Services.

17.2 If any provision of these Terms (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of these Terms shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in these Terms.

17.3 These Terms constitute and contain the entire agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements. Each Party acknowledges and agrees that the other Party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

17.4 No failure on our part to exercise and no delay on our part in exercising any right under the Terms will operate as a release or waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise of it.

17.5 Unless indicated otherwise, a person who is not subject to these Terms shall have no right to enforce or enjoy the benefit of any terms under these Terms.

17.6 Nothing in these Terms shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms.

17.7 Neither Party shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that Party, except for payment obligations. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

17.8 Without prejudice to any other rights or remedies a Party may have, the Parties each acknowledge and agree that damages may not be an adequate remedy for any breach of these Terms and the Parties shall be entitled to the remedies of injunction, specific performance and other equitable relief (but for the avoidance of doubt no right of rescission or, unless expressly permitted, termination) for any threatened or actual breach of these Terms.

## 18. Dispute Resolution

18.1 In the event of a controversy, dispute or claim (jointly and severally, a “**Dispute**”) in relation to, in connection with, or arising out of, the quality or delivery of the Merchant Services, please approach the Merchant who provided the Merchant Services.

18.2 In the event of a Dispute in relation to, in connection with, or arising out of your use of GiNeo Services, the Dispute shall be referred to and decided by the courts of the Republic of India .

## 19. Applicable Law and Jurisdiction

Except as expressly provided otherwise, these Terms and the relationship between you and us are governed by, and will be construed under, the laws of India, without regard to choice of Rule of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## 20. Questions

If you have any questions, complaints or claims with respect to the GiNeo Services, please contact us at [support@gineo.in](mailto:support@gineo.in). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**ANNEXURE-1: LIST OF CHARGES**

1. Administrative charge - Rs. 1000/- (Rupees One Thousand Only)
2. Indemnity Charge - Rs. 500/- (Rupees Five Hundred Only)