

User Agreement

This User Agreement (**'Agreement'**) is a contract between You (**'User'/'You'**), in capacity of an authorised representative of the User Company, and DgNote Technologies Private Limited (**'We'/'DgNote'**), a company incorporated under the Companies Act, 2013. The domain name www.dgnote.com is operated/ owned by DgNote. By using or visiting www.dgnote.com (the **'Website'** or **'Site'**) or any DgNote products, software, data feeds, and services provided to You on, from, or through the DgNote Website, You acknowledge that You have read and accept the all of these terms and conditions (**'T&Cs'**) contained in this Agreement and any other applicable agreements on this Website. If You do not agree to any of these T&Cs, please do not use this Website or the Services provided thereunder. DgNote reserves the exclusive right to decide what can be and cannot be done through its Website.

This document is an electronic record in terms of applicable law including the Information Technology Act, 2000 and the rules and regulations issued thereunder, as amended from time to time, that requires publishing the rules and regulations, privacy policy and user agreement for accessing and/ or transacting and/ or usage of the Website and sets out the T&Cs governing it and the disclaimers or any other terms which supplement or vary the same.

The terms defined herein shall mutatis mutandis apply to the Privacy and Security Policy and such other policies, as may be added, from time to time by DgNote (each, a **'Policy'**). This electronic record is generated by a computer system and does not require any physical or digital signatures. By accessing the Website in any way, or, by availing of any Services offered on the Website, from time to time or by subscribing to or use any of the services offered on the Website, you agree that you have read, understood the T&Cs along with the terms laid down in each Policy, as applicable.

We reserve the right, at our sole discretion, or as may be required by law, to amend the T&Cs anytime without any prior intimation to You. Your continued use of the Website subsequent to such an amendment will be deemed as your acceptance of such modified T&Cs.

These T&Cs apply to all Users and their authorising User Companies accessing the Website as well as using the Services.

1. DEFINITIONS:

- 1.1. 'Account' means a Card or a Bank Account, both jointly and severally, as the context may require.
- 1.2. 'Affiliate' means a person that controls, is controlled by or is under common control with, another person. For the purposes of this definition, 'control' when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms 'controlling' and 'controlled' have correlative meanings to the foregoing.
- 1.3. 'Agreement' means this User Agreement (including its schedules), as it may be amended from time to time by DgNote.
- 1.4. 'Applicable Law' means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, state or local governmental authority having competent jurisdiction over, or application to the Party or subject matter in question.
- 1.5. 'Bank Account' means a banking account maintained by the Parties with a bank.
- 1.6. 'Business Day' means a day (other than Saturday or Sunday and any other public holidays) on which banks in Mumbai are generally open for business.
- 1.7. 'Content' means text, graphics, images, software, audio, video, including information/data the User may view on, have access through, or contribute during the Transaction.

- 1.8. 'Client' refers to be an individual/entity who enters into a contractual relationship with DgNote as well as completes DgNote's user registration process, including but not limited to the User, CHA, shipping line entities, container freight station ('CFS'), etc.
- 1.9. 'Custom House Agent' or 'CHA' means any individual/entity licensed under the regulations prescribed by Government of India to act as an agent for the transaction of any business relating to the entry or departure of conveyances or the import or export of goods at any customs station.
- 1.10. 'Fees' or 'Transaction Fee' means the fees payable by the User, as specified on the Website page while initiating of the electronic payment process, to DgNote for availing the Services.
- 1.11. 'Force Majeure Event' has the meaning assigned in Clause 17.
- 1.12. 'Intellectual Property Rights' means any and all patents, copyrights, trademarks, trade secrets, service marks, designs, inventions, invention studies (whether patentable or not), mask works, domain names and registrations, trade names, secret formulae, secret processes, computer programs, confidential information, know-how and any other intellectual property or proprietary rights; any and all enhancements or derivative works of any of the foregoing; and any and all applications for any of the foregoing, in all countries in the world.
- 1.13. 'Nodal Bank' means the bank (s) designated by DgNote (as per the applicable guidelines/regulations of the Reserve Bank of India or any other statutory/regulatory body that may regulate DgNote from time to time) used for routing the User remitted electronic payments in favour of the desired third party entities.
- 1.14. 'Participating Banks' / 'Payment Service Providers' / 'Payment Gateways' means banks and other entities offering services relating to payment transmission, with whom DgNote has business arrangements.
- 1.15. 'Partner' or 'Partners' means to be referred individually or collectively to DgNote partner through whom DgNote provides the service including but not limited to courier, insurance, transportation, survey companies.
- 1.16. 'Party' and 'Parties' means to be referred individually and collectively to DgNote and the User.
- 1.17. 'Payment Request' means a submission of data electronically transmitted to initiate electronic transfer of payment/s, which constitutes a request by its Clients to DgNote to seek the Participating Banks to authorize, process and remit payments as per Client instructions.
- 1.18. 'Product' means any good or service sold or provided by the third party entity, which the User chooses to avail using the Services.
- 1.19. 'Reserve Bank of India' or 'RBI' means the central bank of India.
- 1.20. 'Sales Channel Partner' means DgNote acting as sales agent for its Partners.
- 1.21. 'Systems' or 'DgNote Systems' or 'Processing Mechanism' means DgNote and each of its contractor's and subcontractor's electronic systems performing the Services, including processing of Payment Requests, and includes any software and other Intellectual Property Rights utilized therein. For the avoidance of doubt, Participating Banks systems will not be deemed to be part of DgNote Systems.
- 1.22. 'Services' means to includes all aspects of DgNote, including but not limited to all fund transfer services, information communication, software as well as other value added services offered via the Website now or in future;
- 1.23. 'Transaction' means a process initiated by the User to avail the Services (singularly or collectively) offered by DgNote on the Website against payment of the Transaction Fee.
- 1.24. 'User Company' means to include proprietorship entity, partnership/limited liability partnership firm registered under the Indian Partnership Act, 1932, company incorporated under the Companies Act, 1956 or Companies Act 2013 thereby authorising the User to act on its behalf in capacity of its representative.
- 1.25. 'User Company Client' means to be an individual or entity granting due authorisation to the User/User Company to act on their behalf.
- 1.26. 'Website' means all or a portion of the webpage/s which is identified by the URL www.dgnote.com (or any successor or replacement of such website).

2. REGISTRATION and ACCOUNT INFORMATION:

- 2.1 The User on behalf of and under valid, subsisting, due authorisation from the User Company shall create an account using a User-Customer Id and Password to take advantage of the full range of the Services offered on the Website. The User prior to using the Services shall provide for and record personal information of the User such as name, contact address, telephone number, email as well as User Company details such as name, registered office address, email address, mobile number, name, pan number, license number so on and so forth as detailed out in the registration form. The User is requested to provide true, accurate and current details.
- 2.2 Further the User represents that the User is permitted by the User Company to provide instructions on behalf of the User Company and that the User Company is agreeable to be responsible for all acts/omissions caused or that may be caused by the User while availing of the Services/usage of the Website.
- 2.3 The User agrees that DgNote shall be entitled to presume that all instructions received by DgNote from the User-Customer Id are genuine and have been actually given by the User.
- 2.4 Any information provided to us during the registration process or otherwise, will be protected in accordance with our Privacy and Security Policy available at Privacy and Security Policy.
- 2.5 If You use the Website, You are responsible for maintaining the confidentiality of your password and account and any activities that occur in or through your account. We will not be liable to any person for any loss or damage which may arise as a result of any failure by You to protect your password or account. If You know or suspect that someone else knows your password or suspect any unauthorized use of your password you should notify us by contacting us immediately at contact@dgnote.com and/or calling us on +91-22-22652123. If we have reason to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account without any liability whatsoever.
- 2.6 You also agree and confirm that you will:
 - (i) provide accurate, current and complete information whenever prompted by the Website or when required by the Website's registration form ("**Registration Data**").
 - (ii) maintain and promptly update the Registration Data to keep it accurate, current and complete at all times. We reserve the right to confirm and validate the information and other details provided by You at any point of time. If You provide any information that is untrue, inaccurate, incomplete, or not current or if we have reasonable grounds to suspect that such information is not in accordance with this Agreement (whether wholly or in part thereof), We reserve the right to reject your registration and/or indefinitely suspend or terminate your membership and refuse to provide you access to the Website.
 - (iii) indemnify and keep indemnified DgNote and its Affiliates from and against all claims resulting from the use of any detail/information/Registration Data that You post and/or supply to DgNote. DgNote shall be entitled to remove any such detail/information/Registration Data posted by You without any prior information.
 - (iv) in order to ensure that We are not violating any right that you might have in your Registration Data, grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights (but no other rights) that you have in the Registration Data, in any media now or in

future known, with respect to your Registration Data solely to enable us to use such Registration Data You have supplied to us.

3. SERVICE DESCRIPTION:

3.1 DgNote is built as a platform or an intermediary body as a Sales Channel Partner and for transfer of documents (electronically or otherwise) and make payments electronically to desired third party/ies and vice-versa. The response documents, such as but not limited to invoice, delivery orders, bill of lading or such other documents' issued by such recipient desired third parties shall be transmitted to the User via the Website under the due authorisation granted to DgNote by such desired third parties.

3.2 The instruction shall be given by the User during business hours of a normal Business Day while availing the Services and instructions given beyond the business hours or on weekly offs/holidays/public holidays then the same shall be effected on the immediately succeeding Business Day.

4. PAYMENT OF FEES:

4.1 Against provision of the Services, DgNote shall be entitled to an amount by way of Transaction Fee per Transaction carried out by the User. The amount of Transaction Fee required to be paid is set out in detail under the payments section on the Website.

4.2 DgNote reserves the right to additionally charge the User transaction failure fees, for the Transactions processed through the Website, but howsoever failed, as may be payable to the Participating Banks in respect of such failed transactions and as may be intimated to DgNote by such Participating Banks.

4.3 DgNote reserves the right at any time to change its fee structure/s and billing methods, either immediately upon posting on the Website or by email delivery to the User.

5. DgNote's DECLARATIONS AND DISCLAIMER TO WARRANTIES:

5.1 DgNote does not own the Content uploaded by the User, but rather provides the Services to transfer the Content (including of electronic fund transfers) to the desired third parties, under instructions of the User. DgNote does not have any control of the Content transferred (electronically or otherwise) or funds transferred by the User and therefore cannot be held responsible for any loss, damage and liability caused by the Content and/or funds transferred through the Website.

5.2 DgNote clarifies that some Content may be communicated by DgNote to other entities belonging to DgNote's subsidiaries/associates/ affiliates or to the third parties, in order to perform activities instrumental to the maintenance, development, distribution, and improvement of the Services.

5.3 DgNote declares that it has been authorised by the various entities to act as their sales channel partner or limited payment collection agent and accordingly provides the Services of electronic fund transfers to the desired entity using industry approved gateways and banking standards.

5.4 DgNote declares that the funds transferred by the User are routed through a separate Nodal Bank account as per applicable guidelines/regulations of RBI or any other governing statutory/regulatory body that may regulate DgNote from time to time or transferred to DgNote Bank Account depending on the Service

6. USER OBLIGATIONS AND REPRESENTATIONS:

6.1 The User agrees to be responsible for all activities that occur under the User-Id account.

6.2 The User on his/her behalf and on behalf of the User Company represents to have valid and subsisting authorisation from the User Company Clients on whose behalf the User is initiating the Transaction including effecting debit instructions during the Transaction.

6.3 In order to utilize the Services, the User represents that he/she is of legal age to form a binding contract and is not a person barred from using the Services under the Indian laws. DgNote is concerned about the safety and privacy of all its users, and

insists that only such User with due authorisation of the User Company and User Company Clients as well as holds a valid license as per the regulations of Government of India are using the Service. If it comes to the notice of DgNote that the Services are being used by a person/entity not possessing a valid license and/or under no authorisation then DgNote reserves the right to block access to the Website and usage of its Services and take penal action, if need be.

- 6.4 It is further clarified that any Content that is untrue, inaccurate, not current, or incomplete, or DgNote has reasonable grounds to suspect that such Content/ registration data is untrue, inaccurate, not current or incomplete then in that case DgNote has the right to suspend or terminate the User account and refuse any and all current or future use of the Website or the Services. The User agrees not to create more than one account as well as an account using a false identity or information, or on behalf of someone else other than the User himself/herself or the User Company. The User agrees not to create an account or use the Website or Services if the User has been previously banned from using the Website or its Services.
- 6.5 The User has the sole responsibility for transmission of any Content (electronically or otherwise) including transfer of payments while using the Services. The User acknowledges that in processing the Transaction, DgNote shall be entitled to rely upon all electronic payments, communications, Content, orders or messages sent to DgNote and DgNote shall not be obliged to verify or make further inquiry into the identity of the sender, or the message integrity, of any communications, Content, orders or messages processed by its Clients while accessing the Website. The User shall under no circumstance dispute such reliance by DgNote.
- 6.6 The User is aware and agrees to be solely responsible for understanding and complying with any and all laws, rules and regulations of his/her specific jurisdiction that may be applicable to the User in connection with your use of the DgNote Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions, RBI guidelines/ regulations as well as regulations of the Participating Banks or any other institution regulating the payment business which may have an effect on this Agreement.
- 6.7 The User agree not to use the Services for:
- (i) any business/sale/purchase/transmission of goods/products that constitute illegal activities or prohibited by the law.
 - (ii) use or make available in any other way Content which infringes any Intellectual Property Rights of any third party including DgNote.
 - (iii) disturb or interfere with the Services, the servers and/or the networks connected to the Services.
 - (iv) violate any local or international laws or applicable regulations involved during the transaction.
 - (v) collect and store other user's(third party) personal data without their explicit permission.
- 6.8 The User recognizes and accepts DgNote's right to save Content and disclose it to the third parties, in order to:
- (i) provide an efficient Services.
 - (ii) manage the User's account consistently with DgNote's operational procedures.
 - (iii) for operational and promotional purposes.

- (iv) comply with legal requests because DgNote believes, in good faith, that it is necessary to:
 - (a) fulfil legal obligations;
 - (b) defend from the third party accusations relating to the infringement of intellectual property laws;
 - (c) to protect DgNote and its Users' rights, property and security.
- 6.9 The User acknowledges that it is purely the responsibility of the User to keep a copy of the Content transferred via the Website and that any harm due to the inability to access the Website, viruses, damaged files, partial or complete loss/modification of Content, errors and interruption of the Services, the Website, network problems, non-authorized access shall in no manner be liability/responsibility of DgNote.
- 6.10 The User agrees to provide DgNote with such information and/or assistance as is required by DgNote for the performance of the Services being provided.
- 6.11 The User shall not use the Website and the Services in any manner or in furtherance of any activity, which constitutes a violation of any law or regulation or which may cause DgNote to be subjected to investigation, prosecution or legal action.
- 6.12 The User understands and undertakes that it shall be solely responsible for the Registration Data and undertakes to not host, display, upload, modify, publish, transmit, update or share any information on the website that:
 - (i) belongs to another person and to which the User does not have any right to;
 - (ii) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, seditious, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - (iii) harms minors in any way;
 - (iv) infringes any patent, trademark, copyright or other proprietary rights of any person anywhere in the world;
 - (v) violates any law for the time being in force;
 - (vi) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - (vii) impersonates another person;
 - (viii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - (ix) threatens the unity, integrity, defence, security or sovereignty of India, 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 to any other nation;
 - (x) creates liability for DgNote or cause DgNote to lose (in whole or in part) the services of the DgNote's ISPs; or
 - (xi) is in the nature of political campaigning, unsolicited or unauthorized advertising, promotional and/ or commercial solicitation, chain letters,

pyramid schemes, mass mailings and/or any form of 'spam' or solicitation.

- 6.13 The User agrees and understands that DgNote reserves the right to remove and/or edit such detail / information. Further, DgNote, upon obtaining knowledge by itself or having been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information that is contravention of Clause 6.12 above, shall act within 36 (thirty six) hours and where applicable, work with the User or owner of such information to disable the same. Furthermore, DgNote reserves the right to preserve such information and associated records for at least 90 (ninety) days for investigation purposes.
- 6.14 The User shall not, directly or indirectly attempt to gain unauthorized access to the Website, other Users' account(s), computer systems and/or networks connected to the Website through hacking, phishing, password mining and/or any other means (whether now known or hereafter developed or invented) or obtain any material or information through any means not intentionally made available to User.
- 6.15 The User represents and warrants that it holds all licenses, consents and governmental approvals to carry on its business.

7. USERS OBLIGATIONS AND REPRESENTATIONS FOR FUND TRANSFER(S):

- 7.1 The User warrants to have valid and subsisting authorization to undertake and ensure that there would be sufficient funds/clear balance/pre-arranged credit in the User/ User-Company (or User Company Client) account as well as effect debit instructions for remittance of funds for the User Company Client during the Transactions. The User agrees that the DgNote shall not be liable for any consequences arising out of non-compliance by the Payment Service Providers of the User instructions due to erroneous information, rejection of payments or inadequacy of funds in the account authorised for debit or otherwise;
- 7.2 All the instructions for financial transfer will be given effect during normal business hours of a Business Day, unless and until some processing work or maintenance activity is being done. Instructions for effecting any transactions received on such maintenance activity days or weekly offs/holidays/public holidays, the same would be effected on the immediately succeeding Business Day. DgNote ensures to use all reasonable efforts to execute the instructions promptly to a maximum window of 4 working days in the event of circumstances such as but not limited to failure or disruption of the Services having arisen.
- 7.3 The User shall not hold DgNote responsible for not processing/effecting any instruction related to a Transaction in case DgNote does not receive instruction/s to this effect even though the User may have forwarded the same electronically, i.e. by means of e-mails and short messaging services (SMS). In the event of any dispute on the actual communication made to DgNote, the records of DgNote shall be final and binding on the User.
- 7.4 The User agrees and is aware that DgNote is a intermediary platform and that cannot be held liable for any damages, losses (direct or indirect) whatsoever due to delay, disruption or non availability of any of the Services/facilities, technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the DgNote.
- 7.5 The User agrees that the Internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could affect Payment Instructions to DgNote. Whilst DgNote shall aim to provide security to prevent the same by using industry approved Payment Service Providers, there cannot be any guarantee from such Internet frauds, hacking and other actions that could affect Payment Instructions / other instructions to DgNote including result in delay or failure in processing the instructions.
- 7.6 The User acknowledges that filling in of applicable data for transfer of funds would require proper, accurate and complete details and any inaccuracy in this regard, the

funds could be transferred to incorrect accounts or maybe incorrectly issued or sent to a wrong address and that there is no guarantee of recovery of the same thereafter. Therefore the User shall ensure utmost care that there are no mistakes and errors and that the information given by the User to DgNote in this regard is accurate, proper and complete at all point in time. The User shall indemnify DgNote from all or any loss due to an error on the User's part in this regard.

- 7.7 Excess funds transferred to the desired third party may be reverted to the User account, subject to submission of appropriate valid evidence of such excess fund transfer, by such desired third party. DgNote will try to mediate, howsoever, the User is aware that its sole recourse in this regard shall be with the third party with whom the User is doing the transactions and in no manner DgNote is involved in the transactions and contracts involved herein.

8. REFUND AND CANCELLATION

- 8.1 No cancellation of Service will be allowed
- 8.2 If for any reason refund needs to be provided for payments made through net banking, Dgnote will process the refund within 30 days after we receive and process your request.

9. FRAUDULENT TRANSACTION:

- 9.1 If there are reasonable grounds to suspect that an electronic fund transfer conducted has been conducted in breach of this Agreement or as a fraudulent transaction, against the Participating Banks or any Client, the Payment Gateway shall be entitled to suspend / withhold the payments of such electronic fund transfers, pending enquiries by the Participating Bank and resolution of such issues. If payments have already been made by the User for any fraudulent or disputed transaction, the resolution for the same shall be done in accordance with the guidelines laid down by the Participating Banks or RBI for resolution of such disputes

10. INDEMNITY:

- 10.1 The User hereby undertakes and agrees to defend, indemnify and hold DgNote and keep DgNote and its Affiliates and each of their respective officers, directors, employees, agents or representatives harmless from and against all third party actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs (including without limitation, legal costs of DgNote on a solicitor / attorney and own client basis), awards, damages, losses and/or expenses however arising out of or resulting from:

- (i) the User's breach of any representations, undertakings, warranties or covenants made by it under this Agreement.
- (ii) any claim or proceeding brought by third party against DgNote in respect of the Content submitted, funds transferred or otherwise made available through the Website/Services, and/or in relation to any User conduct, and/or in relation to the Users' violation of the T&Cs, and/or of the Users' infringement of rights of third party.
- (iii) the User's violation of Applicable Law in performing its obligations under this Agreement.
- (iv) any disputes / claims made against DgNote by any of the third party entity/ies as to the amounts credited to them, on the basis of such amount being incorrect or otherwise delayed attributable to the fault of the User.
- (v) The User's gross negligence or willful misconduct related to this Agreement.

- (vi) any fines, penalties or interest imposed on DgNote on account of the User's documents/funds transmitted or transactions conducted as a result of this Agreement.

- 10.2 Indemnity Procedures: In the event of any claim subject to aforementioned indemnification under Clause 9.1 , the indemnified Party will do the following: (a) provide to the indemnifying Party written notice of any such claim within 10 days after indemnified Party's receipt of clear and express notice of such claim; (b) grant to the indemnifying Party, and the indemnifying Party will have, the exclusive right to defend any such claim; (c) not settle or compromise such claim, except with prior approval of the indemnifying Party (which consent will not be unreasonably withheld, conditioned or delayed); and (d) give, at the indemnifying Party's expense, such assistance and information as the indemnifying Party may reasonably require to settle or oppose such claims. The indemnified Party may, however, participate in the defense or settlement of such claim at its own expense and with its own choice of counsel. The indemnifying Party will not settle any claim without the indemnified Party's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed).The indemnified party's failure to provide timely notice pursuant to clause 9.2 (a) does not limit or discharge the indemnifying Party's obligations pursuant to this Clause 9 except to the extent that the indemnified Party's failure to give such timely notice prevents the indemnifying Party from defending an indemnified claim.
- 10.3 The indemnities under this Clause 9 are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

11. NO COMMERCIAL USE OF SERVICE:

- 11.1 The User agrees not to reproduce, copy, duplicate, sell, resell, sub-license, reverse engineer, de-compile or disassemble the Website/software in any shape or form, or in any way try to discover the source codes of the software, or transfer to third parties any right on the software or use for commercial purposes any part of the Website, including access to the Website.

12. SERVICE MODIFICATION:

- 12.1 DgNote reserves the sole and exclusive right to modify at any moment, even without notice, temporarily or permanently, the Services/Website. Unless otherwise indicated, any modification of the Services which alters the way in which the Services can be used and/or the launch of new services will be subject to and regulated by these T&Cs. The User acknowledges that the Services are provided on "as is" and "as available" basis, therefore DgNote does not assume any responsibility and makes no guarantee as to the use and availability of the Services.

13. LIMITATIONS OF LIABILITY:

- 13.1 Except as provided herein below, DgNote disclaims all warranties, express or implied, written or oral, in respect of its Services including, but not limited to, warranties of merchantability and fitness for a particular purpose. The User acknowledges that the Services may not be uninterrupted. The User also acknowledges that the services provided by the Sales Channel Partners or Payment Service Providers to DgNote which is passed on to the User under this Agreement, can be brought to an abrupt end in any event whatsoever by the Payment Service Providers for any reason whatsoever. It is further clarified that DgNote is not providing to the User any warranty or covenant on the quality or service provided by the payment gateway/Participating Banks.
- 13.2 DgNote assumes no liability whatsoever of any acts/omissions of the User/ third party that are acts barred by law as well as with regards to any products/goods/service transferred during the Transaction that is prohibited, unlawful or barred by law.
- 13.3 DgNote's sole obligation and the Users sole remedy in the event of interruption to the Services or loss of use and/or access to Website or processing mechanism, shall be to use all reasonable endeavors to restore the Services and/or access to

the Website or process mechanism as soon as reasonably possible. Notwithstanding anything to the contrary contained anywhere in this Agreement, to the fullest extent permitted under Applicable Law, DgNote and its Affiliates shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, damages for loss from lost documents, goodwill, use, data or other intangible losses arising out of or in connection with the Website or the Content, in any manner.

14. COMMUNICATION:

- 14.1 All communications between the User and DgNote shall be in electronic written form via email. To contact DgNote in relation to "DgNote" branded software or products, please submit a support request to the customer support team. Please submit a support request to contact@dgnote.com.

15. INTELLECTUAL PROPERTY:

- 15.1 The User acknowledges that all Intellectual Property Rights disclosed in the information/data provided by DgNote such as but not limited to the Website, the DgNote logo as well as the layout and design of the Website, among other marks that may appear on the Website are all trademarks of DgNote. Other trademarks and service marks on the Website may be the property of other corporate or individual entities, content partners and/or providers, or other third parties. The User may not use any of the DgNote marks without prior written permission from DgNote and the User may not use any third party marks without the prior written permission from those third parties.
- 15.2 The User acknowledges and agrees that all software utilized in connection with the Services are protected by Intellectual Property laws. DgNote grants the User a non-exclusive, non-transferable and personal, royalty-free license to use the software.
- 15.3 DgNote states that nothing in this Agreement shall be taken to represent an assignment, license or grant of other rights in or under such intellectual property rights.
- 15.4 The User acknowledges that upon termination of this Agreement, it shall have no right whatsoever in connection with the Intellectual Property of DgNote.

16. CONFIDENTIALITY:

- 16.1 The User shall keep the existence and terms of this Contract confidential and shall not publish any press release related hereto without the prior written consent of DgNote. The User shall be further entitled to keep confidential the knowledge, information or any trade secret or any such detail/information which the User may acquire and/or have access to during the Transaction, concerning the business, activities, affairs or the property of DgNote or of any of its affiliates or other companies under the same management (hereinafter referred to as the "Confidential Information"). Thereby recognizing fully that the Confidential Information is and will be proprietary and unique information belonging to DgNote.

17. TERMINATION:

- 17.1 DgNote reserves the right to terminate this Agreement on account of a breach of any of the T&Cs by the User with immediate effect or by giving a 72-hour rectification period. Upon termination the User shall forfeit their transaction fees paid to DgNote with regards to processing of the Transaction, however the funds intended to be transferred to desired third party, if still in the Nodal Account of DgNote shall be transferred to the desired third party or returned to the User. Notwithstanding the aforesaid, in the event the funds have already been transferred to the intending third party then upon such termination DgNote shall in no manner be liable to refund or revert the funds to the User.
- 17.2 The User shall be entitled to terminate this Agreement by sending an email to DgNote stating termination of Services. Notwithstanding the aforesaid, the termination of this Agreement shall not absolve the User and the User Company of the obligations, claims accrued prior to and/or as a result of termination of this Agreement.

18. NON-WAIVER AND FORCE MAJEURE:

18.1 DgNote reserves all rights permissible under this Agreement as well as under the provisions of any applicable law. The non-enforcement of any particular provision or provisions of this Agreement or any Applicable Law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future. Further, DgNote shall not be liable for any failure and/or delay on its part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by you if such failure and/or delay shall be result of or arising out of events beyond DgNote's control including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labour shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, acts of government including change in law, governmental orders or restrictions, breakdown and hacking of the Website and/or Contents provided for availing the Services on the Website or any other event.

19. APPLICABLE LAW AND FORUM:

19.1 The Agreement and relationship between DgNote and the User will be governed by laws of India. The courts at Mumbai shall have exclusive jurisdiction in any proceedings arising out of or in connection with this Agreement. If for any reason the court finds any provision or portion of the Agreement, to be unenforceable, the remainder of the Agreement shall continue to be in full force and effect.

20. MISCELLANEOUS:

20.1 The term of this Agreement shall be from the date on which this Agreement is accepted by the User until termination of the Agreement in a manner stated in Clause 16 herein above.

20.2 Entire Agreement: This Agreement sets forth the entire agreement between the User/User Company and DgNote with respect to the Transactions set forth herein, and supersedes any and all prior agreements between the parties herein with respect to such Transactions. The User Company thereby represents and warrants that the User has full authority to bind himself and the entity to the T&Cs of this Agreement and that it will ensure that the User complies with all such T&Cs.

20.3 Assignment: The User shall not make any assignment of this Agreement or any rights benefits or obligations hereunder (including, without limitation, by way of merger or consolidation) without the prior written consent of DgNote. In the event of an assignment, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

20.4 Property Ownership: DgNote shall retain full ownership and all rights to any of its technology used to provide its Services, any code and technology involved in the website or communication protocol used to connect to the DgNote Network.

20.5 Relationship: The relationship between the User and DgNote is limited and restricted up to this Agreement. The User is an independent contractor/agent and is not an employee or agent of DgNote for any purpose. It is expressly agreed and understood that the User has no power or authority to enter into contracts of any type on behalf of DgNote.

20.6 Disclaimer: DgNote does not in any way whatsoever warrant, represent or endorse the accuracy or reliability of the users or Content displayed or distributed through the Website including, but not limited to any advice, opinion, statement, or other information. The User acknowledges that any reliance upon the Content or use of the Services shall be at the User's sole risk.

20.7 Severability: In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, DgNote shall have the sole right to elect which provision remains in force.

20.8 Headings: The heading given to each clause in this Agreement are for convenience only and are not intended to have any legal effect nor purport to be complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement

20.9 Survival Clauses: Clauses pertaining to payment, termination, liability, indemnity, disclaimer, privacy and intellectual property survive this Agreement.

I, the User, have read and fully understood the aforementioned T&Cs and accordingly using the Services.