

Terms and Conditions of Use of Platform

Disclaimer

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, 'Terms of Use' for the access or the usage of Platform.

These Terms and Conditions of Use of Platform (the "Terms of Use") govern your access to and use of the Web Site and Your use of our "Rivigo" applications for mobile and handheld devices (individually referred as to the "Rivigo App(s)"). The Web Site and Rivigo Apps are jointly referred to as the "Platform".

Please read these Terms and Conditions of Use of Platform carefully before using this Web Site and / or the Rivigo Apps. The Terms of Use are published on Rivigo's Web Site <https://www.rivigo.com/policies/> and to be read with Rivigo's Privacy Policy published on <https://www.rivigo.com/policies/#privacy>.

This Platform is owned/ provided by Rivigo Services Private Limited. Rivigo Services Private Limited, a Company incorporated under the Companies Act, 2013 with its registered office at Plot No. 90, Sector-44, Gurugram, Haryana, India and/or its affiliates (hereinafter referred to as "RIVIGO/Company").

By clicking on 'send OTP' button, you are consenting that you have read and understood the Terms of Use and agree to be bound by the Terms of Use. Your agreement to the Terms of Use shall operate as a binding agreement between you and RIVIGO in respect of the usage and services of the Platform.

The Platform is available for your use only on the condition that you agree to the Terms of Use set forth below. If you do not agree to all of the Terms of Use, do not access or use the Platform. By accessing or using the Platform, you and the entity you are authorized to represent ("You" Or "Your") signify your agreement to be bound by the Terms of Use.

Terms and Conditions

- 1. General Terms of Use:** The Platform is provided by RIVIGO and available only to the entities and persons over the age of majority and "competent to contract" as per the Indian Contract Act, 1872 and who can form legally binding agreement(s) under applicable law. If You do not qualify and fall within the meaning of "incompetent to contract", you are not permitted to use the Platform nor use the services.

As a user of the Platform, You will be responsible to treat the information such as identification code, password provided by RIVIGO and not disclose the same to any person or entity. We shall at our sole discretion reserve the right to disable any user identification code or password if you have failed to comply with any of the provisions of these Terms of Use. You undertake and warrant that any information provided by you to Rivigo is correct and valid.

You may access the contents of the Web Site, Rivigo Apps, products, service or feature in accordance with the following terms and conditions. You undertake to comply with these

terms and conditions and all laws, rules and regulations applicable to your use of the Platform or individually Web Site and the Rivigo App(s).

- 2. Scope of Terms of Use:** These Terms of Use govern Your use of the Platform and all applications, software and services (collectively, "Services") available via the Platform, except to the extent such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to You via the Platform ("Service Agreement(s)/ General Terms"). Any such Service Agreements or General Terms accompany or are listed in association with or through a hyperlink associated with the applicable Services.
- 3. Amendments:** RIVIGO may modify/ update certain or entire terms and conditions of these Terms of Use, from time to time. Any aspect of the Platform may be changed, supplemented, deleted or updated without notice at the sole discretion of RIVIGO. RIVIGO may also change or impose fees for products and Services provided through the Platform at any time in its sole discretion.

You shall, at all times, be responsible for regularly reviewing the Terms of Use and also note the changes made on the Platform. Your continued usage of the Platform after any change is posted constitutes Your acceptance of the amended Terms of Use.

- 4. Rivigo Services Private Limited's Privacy Policy:** Rivigo Services Private Limited Privacy Policy governs the use of information collected from or provided by You at the Platform. With respect to any individual whose personal information is provided by You to RIVIGO, You represent to RIVIGO that You have obtained all the necessary consents for the processing of such personal information contemplated by the Services. You are using and by RIVIGO, including the transfer of such data to other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.

Rivigo Services Private Limited Privacy Policy is available at <https://www.rivigo.com/policies/#privacy> and is to be read with these Terms of Use.

- 5. Ownership. License:** Any and all intellectual property rights ("Intellectual Property") associated with the Platform and its contents (the "Content") are the sole property RIVIGO. The Content is protected by copyright and other laws (prevailing and applicable) in both India and the other countries. Elements of the Platform are also protected by trade secrets, unfair competition, and other laws and shall not be copied or imitated in whole or in part. Subject to the terms and conditions, RIVIGO grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the Services solely in accordance with these Terms of Use.

Restrictions. You will not resell or sublicense the Platform or the use of Platform or its features. You obtain no rights under these Terms of Use from us, our affiliates to the Services, including any related Intellectual Property Rights. You will not attempt to modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any content in the Platform or its features.

6. Restrictions on Use of the Platform: In addition to other restrictions set forth in these Terms of Use, you agree that:

- a) You shall not disguise the origin of information transmitted through the Platform. You will not place false or misleading information on the Platform.
- b) You will not use or access any service, information, application or software available via the Platform in a manner not expressly permitted by RIVIGO.
- c) You will not use the Platform for any purpose(s) that is unlawful or prohibited by the Terms of Use or other than as expressly permitted by these Terms of Use. You will use the Platform in the manner as provided for in these Terms of Use.
- d) You will not input or upload to the Platform any information which contains viruses, or other computer programming routines that are intended to damage, disable, overburden, interfere with, intercept or expropriate any system, the Platform or Information or that infringes the Intellectual Property (defined below) rights of another.
- e) You will not engage in any form of disrupting, or destructive acts, including "spamming," "flooding," and "grieving" as those terms are commonly understood and used on the Internet.
- f) You shall not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform.
- g) Certain areas of the Platform are restricted to the customers of RIVIGO. You shall not attempt to gain unauthorized access, through hacking, password mining or any other means, to any section, including the Platform and connected systems or networks connected to RIVIGO.
- h) You shall not use or access the Platform in any way that, in RIVIGO's judgment, adversely affects the performance or function of the RIVIGO Systems, Services, Platform.
- i) You shall not frame or utilize framing techniques to enclose any portion or aspect of the content or the information, without the express written consent of RIVIGO.
- j) You will not misrepresent or embellish the relationship between RIVIGO and You by expressing or implying that RIVIGO is either related or that RIVIGO supports, sponsors, endorses or contributes to You.
- k) You will not delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.

7. Submissions: RIVIGO does not accept ideas, concepts, or techniques for new Services or products through the Platform ("Comments"). If such Comments are received, you acknowledge that (a) they will not be considered confidential or proprietary, (b) RIVIGO is under no obligation to keep such information confidential, and (c) RIVIGO will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such Comments in any manner it chooses. You hereby irrevocably assign to us all the rights, title, and interest in and to the Comments and agree to provide us any assistance we require to document, perfect, and maintain our rights in the Comments.

- 8. Termination:** You agree that RIVIGO, in its sole discretion, may terminate or suspend Your use of the Platform and its Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the Platform, and (b) destroy any copies You have made of any portion of the content. Accessing the Platform, the RIVIGO, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that RIVIGO shall not be liable to You or any third party for any termination or suspension of Your access to the Platform.

You agree that Rivigo may, in its sole discretion and without prior notice, terminate your access to the Platform and/or block your future access to the Platform if Rivigo determines that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Platform.

You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Rivigo, for which monetary damages would be inadequate, and you consent to Rivigo obtaining any injunctive or equitable relief that Rivigo deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Rivigo may have at law or in equity.

- 9. Limitation of Liability:** In no event RIVIGO, its licensors, its suppliers or any third parties mentioned on the Platform shall be liable for any damages (including, without limitation, direct, indirect, incidental, special, consequential or exemplary damages, damages arising from personal injury/wrongful death, and damages resulting from lost profits, lost data or business interruption) , resulting from any services provided by or accessed through the Platform, whether based on warranty, contract, tort, or any other legal theory and whether or not we are advised of the possibility of such damages.

- 10. Indemnity:** You agree to defend, indemnify and hold harmless RIVIGO, and its respective officers, directors, employees, agents and representatives in respect of and against all and any liability, claims, loss or damage (including reasonable legal costs and all other expenses) arising out of or in connection with (i) breach of these Terms of Use or violation of applicable laws by you; and / or (ii) any of Your activities conducted in connection with this Platform.

11. Disclaimers of Warranties:

- a) Platform and its features are provided on “as is” and “as available” basis.
- b) To the extent not prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, Rivigo:
 - i. make no representations and warranties of any kind, express or implied regarding the Services or the third-party content or as to the operation of the Platform or information, contents, materials, prices or products included on this Platform;
 - ii. disclaim all warranties, including any implied or express warranties of non-infringement, fitness for a purpose, effectiveness, completeness of the information or data furnished, accuracy, content, timeliness, sequence, or that the data/information provided hereunder may be relied upon;

- iii. makes no representations and warranties that the third party content will be error free or uninterrupted or accurate or complete;
 - iv. makes no representations and warranties that the third party content is not intended to provide tax, legal or investment advice.
 - v. makes no representations and warranties that any content will be secure or not otherwise lost or altered.
- c) You expressly agree to use this Platform on their sole risk. RIVIGO reserves its rights to withdraw or delete any information from this Platform at any time and on its discretion.
- d) The Platform may be under constant upgrades, and some functions and features may not be fully operational.

12. Miscellaneous:

- a) **Force Majeure:** RIVIGO will not be liable for any delay or failure to perform any obligations under these Terms of Use wherein the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical and power outages, utilities, blockages, embargoes, riots, acts of government, acts of terrorism, or war.
- b) **Governing Law:** The laws of India govern these Terms of Use and any dispute of any sort that might arise between you and us.
- c) **Jurisdiction.** To the fullest extent permitted by Law, You Hereby expressly agree that any proceeding arising out of or relating to Your use of the Web Site or Platform shall be instituted in courts in Gurgaon, India.
- d) **Confidentiality:** You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of RIVIGO's Confidential Information (including proprietary information). You will not make any public communication with respect to these Terms of Use.
- e) **Compliance.** You shall comply with all applicable laws, rules and regulations. You shall comply with all applicable provisions, as amended from time to time, of a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to taxation laws of the country such as GST, income tax, local levies) regarding Your use of our Services. You shall not engage in any transaction in an item or Service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- f) **No Third Party Beneficiaries:** Except as set forth hereinabove, these Terms of Use do not create any third party beneficiary right in any individual or entity.
- g) **No Waivers:** The failure by RIVIGO to enforce any of these Terms of Use does not constitute a present or future waiver of such provision nor limit the rights of RIVIGO to enforce such provision at a later date. All waivers by us must be in writing to be effective.
- h) **Severability:** If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

- i) **Complete Agreement:** Except as expressly provided in other written agreement between You and RIVIGO these Terms of Use constitute the entire agreement between You and RIVIGO with respect to the use of the Platform.