

## END USER LICENSE AGREEMENT

By accessing or using our mobile application the name of Payekin in UK and US and Vendekin in India (the "Application") Vendekin Technologies Pvt. Ltd. and its subsidiaries and affiliates (hereinafter collectively referred to as "Vendekin", "We", "Us" or "Our") or clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement, you hereby represent that:

(i) You have read, understood, and agree to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time.

(ii) You are of legal age in the jurisdiction in which you reside to form a binding contract with Vendekin.

Except as otherwise provided herein, IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE OUR SERVICES.

### Definitions

**"User(s)"** (hereinafter collectively referred to as "You", "Your", "User"), mean our user(s) who use our Services

**"User Content"** means all electronic data, text, messages or other materials, including personal data of Users, submitted to the Service(s) by You in connection with Your use of the Service(s).

**"Software"** under this Agreement refers to (1) the software components provided to you by downloading the application, the copyright of the same is held by Vendekin or its licensor; (2) updates or upgrades to the software.

Please Note: THIS IS AN AGREEMENT ON END-USER RIGHTS AND NOT AN AGREEMENT FOR SALE, The Provider continues to own the copy of the Software and the physical media contained in the sales package and any other copies that the End User is authorized to make pursuant to this Agreement.

### End User Software License Grant:

Subject to the terms and conditions of this Agreement, including, without limitation, this Agreement you are granted by Vendekin a limited, non-exclusive license to access and use this Software on your devices. It cannot be sold, transferred, or used for any commercial purposes.

### Limitations of Use

You may not use Vendekin intellectual property to develop software or design, develop, manufacture, sell, or license third-party devices.

You agree not to use the Software and related update content to engage in the following activities:(1) copy or use any part of the Software beyond the scope of this Agreement;(2) provide to third parties, or allow third parties to use the whole or part of the Software (including but not limited to apps, services, code, and source code); (3) use the Software in a deceptive way or for deceptive purposes; (4) delete any copyright declarations or prompts contained in the Software; ; (6) perform other improper or illegal acts.

You agree that you shall only use the Software in compliance with all applicable laws and regulations of the country or region in which you reside or use the Software, including but not limited to the local laws of the country or region where you live or download or use the Software and services.

### **Reservation of Rights:**

Vendekin owns and retains all rights and titles to the Software and reserve any other rights not expressly granted to you by this Agreement.

### **Source Code Rights:**

You acknowledge that the Source Code for the Product is proprietary to the Licensor and constitutes trade secrets of the Licensor. You agree not to disassemble, decompile or "unlock", decode or otherwise reverse-translate or reverse-engineer, or attempt in any manner to reconstruct or discover any Source Code or underlying algorithms of the Product or any part thereof provided solely in Object Code form but you may change, add or delete any files of the licensed copy of the Products and you may adopt or modify the Source Code solely for purposes of Operating a licensed copy of the Product by you and as expressly permitted pursuant to the Documentation provided that you may not, in any event, remove or alter any copyright notices or other proprietary notices on any copies of the Product, whether so modified or not, and further provided that any such change, addition, deletion, adaptation or modification voids any express warranty provided herein and terminates any right to support services.

### **Privacy Policy:**

The Vendekin privacy policy provides information about the data that Vendekin collects and the ways in which this data is used by Vendekin. For use of this Software on your device, Vendekin will collect data from your device in accordance with the provisions of this Agreement and the Privacy Statement. You may refer to the details of the Privacy Policy.

### **Consent to use your data:**

Vendekin collects data from your device for analysis. Collected data includes your device configuration data, app statistical data, and error log data. All data is anonymized before being collected and processed.

All data collected from your device may be processed or transferred to Vendekin in countries outside of the country you reside in. This means the data may be transferred to or accessed

from other jurisdictions which are outside of the country where you use Vendekin services. These jurisdictions may have different data protection laws, or such laws may not even exist. In such cases, Vendekin will ensure that a similar and adequate level of protection is afforded to the data as required by all applicable laws and regulations.

Vendekin only retains your data for the period necessary to fulfil the purposes outlined in this agreement, the privacy policy, and the data retention policy unless a longer retention period is required or permitted by law. While Vendekin takes all appropriate technical and organizational steps to prevent unauthorized access to or disclosure of your data, please note that no security measures are completely infallible.

## **Updates:**

To provide you with better user experience, Vendekin may provide you with software update services, including but not limited to app updates. The Software's update service is designed to improve the performance, safety, and reliability of products and devices, and to meet the functional customization needs of operators. The Software's updates can be installed in different ways; software updates include error repairs, app updates, and updates to any previously installed software (including all-new versions) and performance enhancements.

Any update provided by Vendekin for replacement is governed by this Agreement unless such update is accompanied by a separate End User License Agreement, which will prevail. If you decide not to download and use an update provided by Vendekin, you understand that you may place the Software under serious security risk or cause the Software to be unusable or unstable. Some of the functions of the Software may be limited based on the version. Updating to the latest version may improve your user experience.

Your device will automatically search for and download new update packages (if permitted by the settings of your mobile phone) to provide you with timely update services. These updates are designed to resolve cybersecurity loopholes and prevent new threats, and it is important to accept and install security-related system updates in a timely manner. Your device will immediately provide update notifications to help you understand the related information.

## **Changes to this Agreement or to the product:**

Vendekin reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this Agreement for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You are responsible for checking this Agreement periodically for changes. If any future changes to this Agreement are unacceptable to You or cause You to no longer be in agreement or compliance with this Agreement, you may terminate this Agreement by immediately uninstall the Product and destroy all copies of the Product. Your continued use of the Product following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

Vendekin may modify the Product for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Product. You agree that the Product may install or download the modifications automatically. You agree that Vendekin may stop to support previous versions of the Product upon the availability of an updated version. Vendekin' channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the Product.

### **Third-party software statement:**

Your Vendekin Application may include certain third-party services. Such services may display, include, or provide links to certain third-party websites. Vendekin does not own any third-party websites or its related intellectual property rights. Therefore, you acknowledge and agree that Vendekin does not assume responsibility for providing support for any third-party website and does not guarantee that third-party software's contents or services will maintain their availabilities at any time. Vendekin is not liable for any content, advertisement, products, services, and other materials provided by third parties.

You acknowledge and agree that the name, trademark, product, or service of any third party appearing on your devices is provided for your convenience only, and does not constitute an explicit or implicit endorsement, warranty, or recommendation of the third party or its software. You further acknowledge and agree that the use of any third-party software, including any information or personal data you provide (whether intentionally or unintentionally) is subject to the applicable terms of use, license agreement, privacy policy, and other agreements. Therefore, your use of third-party software is at your own risk.

### **Termination and Ongoing Effectiveness:**

This Agreement is effective from the first date you install the Software. You may terminate this Agreement at any time by permanently deleting the Software. You and Vendekin (or its licensors) may terminate this EULA, at any time, for any reason. Termination by Vendekin will be effective upon (a) notice to You or (b) termination of Your Vendekin Account (if any) or (c) at the time of Vendekin' decision to discontinue offering and/or supporting the Product. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, you must immediately uninstall the Product and destroy all copies of the Product in Your possession.

### **Warranty Disclaimers & Limitation of Liability:**

#### **DISCLAIMER OF WARRANTIES:**

WHILE VENDEKIN AIMS TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT, VENDEKIN DOES NOT WARRANT THE ACCURACY AND COMPLETENESS OF THE CONTENT ON THE APPLICATION. VENDEKIN MAY MAKE CHANGES TO THE CONTENT ON THE APPLICATION, OR TO THE PRODUCTS AND, IF APPLICABLE, THE PRICES DESCRIBED IN IT, AT ANY TIME WITHOUT NOTICE.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VENDEKIN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND NON-INFRINGEMENT. IN ADDITION, VENDEKIN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. VENDEKIN DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTIES. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY:**

YOUR EXCLUSIVE REMEDY AND VENDEKIN ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS, ARISING OUT OF THE SERVICES SHALL BE LIMITED TO THE AMOUNT YOU PAID VENDEKIN, IF ANY, FOR THE PRODUCT YOU PURCHASED.

IN NO EVENT SHALL VENDEKIN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR MAKING BACKUP COPIES, UPDATING ANY AND ALL OF YOUR CONTENT. VENDEKIN SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO YOUR CONTENT.

### **Indemnity:**

You are solely responsible for any damage caused to Vendekin, its licensors, channel partners and associated service providers and subcontractors, other users of the product or any other individual or legal entity as a result of Your violation of this Agreement

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED VENDEKIN AND ITS AFFILIATES, THEIR LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS AGREEMENT OR (B) YOUR USE OR MISUSE OF THE PRODUCT. VENDEKIN reserves the right to take sole responsibility, at its own expense, for conducting the defence of any claim for which You agreed to indemnify Vendekin.

### **Technical Support:**

Vendekin is not obligated to provide technical support for the Software described in this Agreement, other than those required by law.

### **Dispute Settlement and Governing Laws:**

The Agreement and any dispute arising from the same will be governed by applicable data protection law where the Services is provided (i.e. India, UK, US).

A. You and Vendekin agree to arbitrate any and all disputes by a neutral arbitrator appointed by us who has the power to award the same damages and relief that a court can.

B. Any arbitration under these general terms will only be on an individual basis.

C. Class arbitrations, class actions, private attorney general actions, representative actions and consolidation with other arbitrations are not permitted.

D. You waive any right to have your case decided by a jury and further waive any right to participate in a class action against Vendekin.

E. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case, will there be a class or representative arbitration).

F. All disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the provisions of Arbitration and Conciliation Act, 1996.

G. Any arbitration hearing will occur in India, or another mutually agreeable location.

### **Severance:**

If any court of competent jurisdiction or competent authority finds that any provision of this Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect Vendekin' initial intentions.

### **No waiver:**

No failure or delay by Vendekin (or its licensors) to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by Vendekin or by the User.

### **Entire Agreement:**

This Agreement constitutes the entire agreement between you and Vendekin governing your use of the Software and supersedes any prior agreements between you and Vendekin relating to the use of the Software. You may also be subject to additional terms and conditions that may apply when you use or purchase open source software, third-party content, or other Vendekin services.

### **Contact Information:**

Vendekin welcomes your questions or comments regarding the Terms: you can write to us at the following address: Epi Centre, 403, Old Mumbai highway Above Royal Enfield showroom Near shoppers Stop Wakdewadi, Pune 411004 India or email us at [dpo@vendekin.com](mailto:dpo@vendekin.com)

This Privacy Policy was last updated on 11 July 2019