

## Terms and Conditions of use

### Welcome to Vendekin!

These Terms of Use (the “Terms”) govern your relationship with Vendekin Technologies Pvt. Ltd. and its subsidiaries and affiliates (hereinafter collectively referred to as “Vendekin”, “We”, “Us” or “Our”) and set forth the terms and conditions under which Vendekin makes available its website <https://www.vendekin.com/> (the “Site”) and/or mobile application in the name of Payekin in UK and US and Vendekin in India (the “Application”), collectively known as “Services”, to each person (the “User” or you) accessing or using the Services. By using the Services, you signify your affirmative acceptance of the term of use, you hereby represent that:

- (i) You have read, understood, and agree to be bound by this term of use and any future amendments and additions to this term of use 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.

This Agreement applies to Vendekin Technologies Pvt. Ltd. and its subsidiaries and affiliates.

The terms “you,” “user” and “users” refer to all individuals and other persons who access or use of our Services, including, without limitation, any companies, organizations, or other legal entities that register accounts or otherwise access or use the services through their respective employees, agents or representatives. Except as otherwise provided herein, **IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE OUR SERVICES.**

### 1. General Information

PLEASE READ THESE TERMS AND CONDITIONS OF USE (“Agreement”) CAREFULLY. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF USE MENTIONED BELOW.

- 1.1** These terms and condition of Use constitute a legally binding Agreement between you and Vendekin regarding your use of the Services.
- 1.2** If you reside in the “UK”, you are entering into this Agreement with Vendekin Technologies Ltd. and Vendekin Technologies Ltd. will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

- 1.3 If you reside outside of the “US”, you are entering into this Agreement with Vendekin Inc and Vendekin Inc will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.
- 1.4 If you reside outside of the “India”, you are entering into this Agreement with Vendekin Technologies Pvt Ltd. and Vendekin Technologies Pvt Ltd. will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.
- 1.5 These Terms and Conditions of Use (“Terms,” including our Privacy Policy, all other policies, and End User License Agreement on our Website) define the terms and conditions under which you are allowed to use our services, and how we will treat your account with us.

## 2. Definitions

- 2.1 “**Intellectual Property Rights**” mean and include without limitation all copyrights, patents, trademarks, trade secrets and other related documents and shall remain, the sole and exclusive property of Vendekin.
- 2.2 “**Third parties**” include but are not limited to the developer, hosting, google analytics & search engine providers, payment providers.
- 2.3 “**User(s)**” (hereinafter collectively referred to as “You”, “Your”, “User”), mean our user(s) who use our Services
- 2.4 “**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).
- 2.5 “**Applicable Data Protection Law**” means the General Data Protection Law, Data Protection Act and Personal Data Protection Bill.

## Scope:

This term of use covers the below mentioned:

- [Services](#)
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### **3. Services:**

The Services of Vendekin Include services in the field of the unattended vending machines but not limited to:

- 3.1** Login in our Application by entering User personal data such as name, email address, phone number
- 3.2** Scanning the QR code – to scan the QR code we seek permission from User to use the camera of your mobile device
- 3.3** Once the QR code is scanned, User need to Connect via mobile phone Bluetooth to the receiver vending machine Bluetooth
- 3.4** Then we use your mobile data to get you connected to the remote server. This might be chargeable.
- 3.5** Once the connection is established User will be able to see the inventory list available in the unattended vending machine
- 3.6** The User shall select the product they want to purchase
- 3.7** Once the selection is done, the User needs to make the payment towards the product

- 3.8 Once the payment is received the product will automatically dispense from the vending machine
- 3.9 The Bluetooth connection established between the vending machine and the mobile phone and the user mobile data will help us to update our inventory on our main server which might be chargeable.

User acknowledges and understands that our Services require an internet connection which may have different associated charges (such as mobile data expenses) and necessitate consumption of the mobile device battery. User shall have no claim or demand towards Vendekin regarding the aforesaid.

The Services provided by Vendekin shall be included but not limited to technology platforms such as Application or that shall enable the users to submit their User data for using the Application wherein a user can provide their user data and use the services by paying for the product.

It should be clarified that Users' use of the Application shall be governed by their end-user license agreement with Vendekin, and in the case of any discrepancy between these Terms and such affirmative agreement, the affirmative agreement shall prevail.

#### **4. Eligibility:**

To use our services, you must:

- 4.1 be at least Eighteen (18) years old if you reside in India, over Thirteen (13) if residing in US or Eighteen (18) if you are residing in the UK
- 4.2 complete the Application registration process
- 4.3 agree to the Terms and
- 4.4 provide true, complete, and up to date contact information.

By using our services, you represent and warrant that you meet all the requirements listed above and that you won't use our services in a way that violates any laws or regulations. (Representing and warranting is like making a legally enforceable promise.)

#### **5. Registration and User Account**

Use of the Services requires registration and creation of a personal service account and you are prohibited from selling, assigning or transferring your account to any third party.

When you register with the Service, you will be under the obligation to provide us with certain contact and personal details. If applicable we will ask you to provide us with the necessary information of your Payment Method, to enable you to load prepaid funds to your

Service account. You must submit only true, accurate and complete details, false, incorrect or outdated information may prevent you from registering and impair our ability to provide you with our Services, and contact you and you are fully accountable for any outcome resulting from such failure.

## 6. Contractual Relationship

- 6.1 Vendekin may terminate any of these terms or any services with respect to you, or generally, cease offering or deny access to the services or any portion thereof, at any time for any reason.
- 6.2 Our collection and use of User information in connection with the services is as provided in Vendekin [Privacy Policy](#)
- 6.3 In case of incorporation of any new legislation or any amendments to the existing legislation governing data of any individual, some of the clauses of this Agreement may either be updated or deleted without any notice, to comply with the said provisions of the applicable legislation. Hence, it is advisable to check this Agreement from time to time. You agree to review these Terms of Use periodically and your continued use of our Services following such modifications will indicate your acceptance of these modified terms of use.

## 7. Legal Basis for Collecting and Using Information

Our legal grounds for processing information about, which is that our use of your information is based on the grounds that:

- 7.1 The use is necessary in order to **fulfil our commitments** to you under the applicable terms of service or other agreements with you or is necessary to administer your account.
- 7.2 The use is necessary for compliance with a **legal obligation**; or
- 7.3 We have a **legitimate interest** in using your information — for example, to provide an update with our Services; to improve our Services so that we can offer you an even better user experience; to safeguard our Services; to communicate with you; to measure, gauge, and improve the effectiveness of our advertising; and to understand our user retention and attrition; to monitor and prevent any problems with our Services; and to personalize your experience; or
- 7.4 You have given us your **consent** — for example before we access your camera on your device for scanning the code, we ask for explicit consent from you.

## 8. License Grant

- 8.1 Vendekin, therefore, grants you a limited, revocable, non-transferable, limited license to access and edit user data on the websites, developed strictly in accordance with these Terms. This permission does not include a permission for carrying out any resale of the products or

commercial use of the Vendekin content, any collection and use of product listings, description, or prices and, any derivative use of the platform or of Vendekin content.

- 8.2 Vendekin authorises you to view and access the Vendekin content solely for identifying products, carrying out purchase of products and processing returns and refunds, in accordance with Return and Refund Policy.
- 8.3 You may not copy, decompile our Services.

## 9. Content Rights

- 9.1 You own the rights to the User data you provide to Vendekin on we don't claim ownership over any of it. However, by providing User data Vendekin, you give us permission to use your data solely to do the things we need to do to provide our Services, including but not limited to storing, displaying, reproducing, and distributing your data. This may include providing your data with third parties for broader broadcast, distribution, or publication.
- 9.2 We will never sell your data to third parties except in case of merger and amalgamation.
- 9.3 You're responsible for the data you submit by using our services and assume all risks associated with it.

## 10. Third Party Interactions

- 10.1 The services may contain links to third-party Websites ("**Third-Party Websites**")
- 10.2 When you click on a link to a Third-Party Website, we will not warn you that you have left our Website, server or services and we will not warn you that you are subject to the Terms and Conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of Vendekin. We are not responsible for any Third-Party Websites, Third-Party Applications, or any Third-Party Advertisements.
- 10.3 You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Apps, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
- 10.4 You acknowledge and agree that our services are not responsible or liable for: (i) the availability or accuracy of such links, Websites/Apps or any other resources; or (ii) the content, products, or services on or available from such links Websites/Apps or resources.

## 11. Prohibited Uses

You represent and warrant that you will not use our services to:

- 11.1 Shall not modify the Vendekin content or reproduce, display, publicly perform, distribute or otherwise use the Vendekin content in any way for any personal, public or commercial purpose.

- 11.2** Attempt to probe, scan, test, or violate the security features of our Services or of any associated system or network, or to obtain unauthorized access to materials or other information stored thereon;
- 11.3** Violate this Agreement, or any applicable law or regulation, including without limitation to laws designed to regulate unsolicited email or other electronic advertising;
- 11.4** Share your User account details, let anyone access your user data to modify or do anything.
- 11.5** Encourage or help anyone do any of the things on this list
- 11.6** Attempt to interfere with the use of the services by any other manner not expressly mentioned above.
- 11.7** Attempt to gain unauthorized access to or impair any aspect of the services or its related systems or networks.
- 11.8** Except as provided in the Agreement, the materials on the Application shall not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of Vendekin, its parent company, group companies, subsidiaries, associates, affiliates, suppliers, vendors, sister companies or any third party hosting such material on the Platforms, as the case may be.

We reserve the right to cooperate fully in any investigation by law enforcement officials of any violation of this Agreement. We also reserve the right to terminate your use of the services for violating any of the prohibited uses.

## **12. User Data Access**

- 12.1** A user has access to their data at all time and can make modifications to such submitted user data. To create an account in order to avail our Services, you must fulfil the eligibility criteria, kindly refer our [Privacy policy](#) for more details. If you violate this clause then we do not take any liability for the same under any legislation, regulation, prevailing rules etc. that govern minors.
- 12.2** Our services include a user interface that allows you to upload user content and customize certain aspects of your content. You are granted a limited right to use those services only in conjunction with the services and in accordance with these Terms and Conditions of Use.
- 12.3** You agree to submit accurate, complete, and up-to-date user information.

## **13. Limited Liability of Vendekin**

- 13.1** Vendekin shall not be responsible, in the case user account is hacked or any unauthorised transaction is made through it.
- 13.2** Vendekin provides the User with an option to approach Vendekin in case of unauthorised access or hacking for deletion of the User account.

**13.3** The User shall assume all risk, liabilities and consequences if his/her account has been accessed illegally or without authorisation through means such as hacking and if, through such unauthorised access, a purchase of the product has been made through our Services. It is specifically clarified that payments of monies towards any product purchased through the Services by unauthorised or illegal use of the Users' account shall entirely be borne by the user.

## **14. Changes in the service**

**14.1** We may, but are not obligated to, maintain the Service with periodic releases of bug fixes, code updates or upgrades. We will determine, at our discretion, the frequency and scope of such releases and you will have no plea, claim or demand against us or our Staff, for any of these releases or the lack thereof.

**14.2** We may also, at any time and without prior notice, change the layout, design, scope, features or availability of the Service.

**14.3** Such changes, by their nature, may cause inconvenience or even malfunctions. You agree and acknowledge that we do not assume any responsibility with respect to, or in connection with the introduction of such changes or from any malfunctions or failures that may result therefrom.

## **15. User Requirements & Conduct**

You agree that we may at any time, and at our sole discretion, terminate your user account prior notice to you and without reimbursement if we suspect a violation any of these Terms and Conditions of Use. In addition, you acknowledge that we will cooperate fully with investigations by law enforcement authorities.

## **16. Payment and Commercial Terms**

**16.1** You agree to pay all charges associated with the product. Vendekin offers multiple payment options to you on the Application which are collected on behalf of the Seller, upon authorization.

**16.2** You can make an online payment using your credit card, debit card, net banking, or through UPI or any other payment gateway. (Please note we do not store your payment details i.e. card number, expiry date, bank username and password or any other details)

**16.3** If for any reason, your payment is not received by Vendekin, we shall not deliver the product to you.

**16.4** In case the payment is received for the product and the product is not dispensed from the unattended vending machine, User shall raise this discrepancy to Vendekin, Vendekin in return shall furnish User with a token number associated with the discrepancy.



**16.5** Vendekin after investigating the complaint raised by the User shall process the refund in accordance with their Return and Refund Policy.

## **17. Intellectual Property Rights**

**17.1** Neither your use of the Services nor this Agreement grants you any right, title or interest in our copyrights, trademarks, patents or any other intellectual property owned by us.

**17.2** All the intellectual property such as trademarks, copyrights, patents, trade secrets if any used on the platforms by Vendekin, shall remain the property of Vendekin, its parent company, group companies, subsidiaries, associates, affiliates, suppliers, vendors, sister companies or of any third party hosting such intellectual property on the Platform.

## **18. Third Party Intellectual Property Rights**

**18.1** Vendekin deeply respects the third-party intellectual property rights that may be implicated in providing Services.

**18.2** Vendekin shall not claim any right over third-party intellectual property rights in any way whatsoever.

## **19. Notice of Copyright or other Intellectual Property Infringement:**

Please notify us if you believe any of your intellectual property rights have been infringed by a User of our services. Please email [dpo@vendekin.com](mailto:dpo@vendekin.com) for complaints and customer service inquiries.

## **20. Text Messaging & Promotional Codes**

By signing up, you agree that we may send you text (SMS) messages or email communications as part of the normal business operation of your use of the services also we may send promotional code in respect to your user account. You may opt-out of receiving such communication by writing to us at [dpo@vendekin.com](mailto:dpo@vendekin.com) You acknowledge that opting out of such communication may impact your use of the services.

## **21. Usage of promo code by Vendekin:**

**21.1** The Vendekin has the right to refuse the usage of any promo code at any point in time. Promo codes which have expired cannot be used on the Application.

**21.2** Promo codes can be used only on specific orders as deemed fit by the Vendekin.

**21.3** Promo codes, at the Vendekin discretion, are applicable on certain items, on specific orders, or on specific dates and occasions.

- 21.4** Promo codes cannot be clubbed with any other special offer running on the Application.
- 21.5** For a payment received after the expiry of the promo code, the discount will not be applicable on that order.

## **22. Network Access & Devices**

- 22.1** You are responsible for obtaining the data network access necessary to use the services. Your mobile network's data and messaging rates and fees may apply if you access or use the services from a wireless-enabled device and you shall be responsible for such rates and fees.
- 22.2** The Bluetooth connection established between the vending machine and the mobile phone and the user mobile data will help us to determine details about your mobile phone. Please refer to our privacy policy to know this in detail.
- 22.3** We would access your data networks to send a report to our main Server to update the inventory of the product purchased by you. Your mobile network's data and messaging rates and fees may apply.
- 22.4** You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and any updates thereto.
- 22.5** In addition, the services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## **23. Pricing and Product Availability:**

- 23.1** Vendekin will display on the Application, information on price and availability of the products sold, wherever Vendekin Vending machines are available. Although prices of most of the products do not fluctuate daily, prices of some commodities may change daily. For any order, the price shall be the price prevailing at the date on which the order is placed. The prices listed on the Application are not negotiable. The prices shown on Vendekin are decided by Seller.
- 23.2** Despite the best efforts of Vendekin, such information on the price and availability of products or services may be inaccurately displayed on the Application. Vendekin reserves the right to correct any and all errors when they do occur, and Vendekin does not honour inaccurate or erroneous prices. The prices on the Application are also subject to change without notice.

## **24. 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.

#### **25. Indemnity**

You acknowledge to defend, indemnify and hold Vendekin, its affiliates, subsidiaries, directors, officers, employees, agents, partners and any other licensors (each, an “**Indemnified Party**”) harmless from and against any claim, disputes or demand, including reasonable attorneys’ fees, made by a third party, relating to, or arising from:

- 25.1** Your violation of any third-party right, including without limitation to any right to privacy, publicity rights or intellectual property rights, including content the user distributes through the services;
- 25.2** Your wrongful or improper use of the services;

**25.3** Your violation of any applicable laws, rules or regulations or any other applicable law through or related to the use of our services;

**25.4** The indemnifications set forth above will survive the termination or expiration of this Agreement and/or your use of the services.

## **26. Force Majeure**

No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labour strikes, riots, war, terrorist attack, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations, including without limitation for Reversals, Claims, fines, fees, refunds or unfulfilled products and services.

## **27. Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of the Agreement will continue in full force and effect.

## **28. Changes to Terms & Conditions**

Vendekin reserves the right to modify the Terms of this Agreement or its policies at any time, effective upon posting of an updated version of this Agreement on its services. You should regularly review this Agreement, as your continued use of the services after any such changes constitute your agreement to such changes.

## **29. Entire Agreement**

The Terms, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between Vendekin and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our services.

## **30. 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).

## **31. Compliance with laws**

- 31.1** You represent and warrant that your use of our services will comply with all applicable data protection law/ regulations. You may not use our service for any unlawful or discriminatory activities, including acts prohibited by the applicable data protection laws.
- 31.2** You have complied, and will comply, with all regulations, as well as data protection, electronic communication, and privacy laws that apply to the countries where you are using any our services.
- 31.3** Agree to indemnify and hold us harmless from any losses, including attorney fees, that result from your breach of any part of these warranties.

## **32. Disputes**

Disputes are defined as any claim, controversy, or dispute between you and Vendekin, including any claims relating in any way to the present Agreement, or the services, amendments, or any other aspects of the Agreement.

### **Binding Individual Arbitration**

- 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.

**Powers of Arbitrator** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities if any, of you and the Vendekin. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and

conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and the Vendekin.

**Opt Out.** You may opt out of this Arbitration Agreement. If you do so, neither you nor Vendekin can force the other to arbitrate as a result of this Agreement. To opt out, you must notify us in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the username (if any), the email address you used to set up your account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send opt-out notice to: [dpo@vendekin.com](mailto:dpo@vendekin.com) If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND VENDEKIN RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES.

### **33. Other Provisions**

#### **A) Notice**

Vendekin may give notice by means of a general notice on the Services via electronic mail to your email address, you may give notice to Vendekin by written communication to our address at pi 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)

#### **B) General**

You may not assign or transfer these Terms in whole or in part without Vendekin prior written approval. You give your approval to Vendekin for it to assign or transfer these Terms in whole or in part, including to (i) a subsidiary or affiliate; (ii) an acquirer of Vendekin equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Vendekin or any third-party provider as a result of the contract between you and Vendekin for use of the Services.

### **34. Updates to services**

**34.1** Vendekin may from time to time provide enhancements or improvements to the features/functionality of services, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

**34.2** Updates may modify or delete certain features and/or functionalities of the services. You agree that Vendekin has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any features and/or functionalities of services to you.

**34.3** You further agree that all Updates will be (i) deemed to constitute an integral part of the services, and (ii) subject to the Terms of this Agreement.

### **35. No Changes in Terms at your request**

The terms mentioned herein shall not be changed by any one of you or your group. The same terms and conditions of use shall be applicable to all users.

### **36. We respect your valuable comments**

Vendekin welcomes your questions or comments regarding the Terms of use: 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)

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