

# TERMS AND CONDITIONS

## Espouse Capital Private Limited



## TERMS AND CONDITION

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules as applicable and the amended provisions relating to electronic records in different statutes as amended by the Information Technology Act, 2000. This document is published as per the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that requires publishing of the rules and regulations, privacy policy, and Terms of Use for the access or usage of ESOPPDhan website and mobile application.

The Platform is owned and operated by **ESPOUSE CAPITAL PRIVATE LIMITED** (henceforth referred to as "our", "us", "we", "Company", "ESOPPDhan") incorporated under the Companies Act 2013, and having its registered office at Office No.1602, 16th Floor, Morya Grand, Opp. Infinity Mall, Off. Veera Desai Road, Andheri West, Mumbai, Maharashtra, PIN 400 053, India and has developed the ESOPPDhan website and mobile application ("**App**").

For the purposes of the Terms of Use "you" or "your" refers to anyone who visits, accesses, browses or uses the ESOPPDhan website at [www.esoppdhan.com](http://www.esoppdhan.com) or and ESOPPDhan mobile application ("**App**") obtains our services through our website or Mobile Application."

"Site" refers to the website, mobile site, and the application that we provide and which includes a link to our Online Privacy Policy

### **1. Terms of Use**

These Terms of Use (the "Terms of Use") govern the use of our website [www.esoppdhan.com](http://www.esoppdhan.com) (the "**Website**") and our Mobile application ESOPPDhan ("**App**"). Both the Website and the App are jointly referred to as the "**Platform**". It is important that you read these Terms of Use carefully before using the services before you use the platform since it constitute the agreement between you, ESOPPDhan and our online integrated service providers, if any; To access or use the platform on any compatible device and avail Services you are required to accept these Terms and Conditions ("T&Cs"). By accepting these T&Cs, you signify that you have read, understood, and agree to be bound by these T&Cs and any other applicable law, whether or not you are a registered member of the platform. It is recommended that if you do not agree with the Terms of Use, you may choose not to use the services on the Platform, and we request you to uninstall the **App**. By downloading, installing, or even merely using the Platform, you shall be contracting with ESOPPDhan and you represent your acceptance to this Terms of Use and other ESOPPDhan policies (including but not limited to the Privacy Policy, Cancellation & Refund Policy as posted on the application or website and amended from time to time, which shall become effective on the date of install, download or use of the Platform, and create a legally binding arrangement to abide by the same.

By continuing to browse our platform, you are agreeing to comply with and be bound by the following terms & conditions of use, which together with our '[Privacy Policy](#),' govern ESOPPDhan relationship with you.

## **2. Terms and conditions**

We reserve the right to update or modify these T&Cs at any time. Your access and use of the platform following any such change constitutes your agreement to follow and be bound by these T&Cs, as updated or modified. For this reason, we encourage you to review these T&Cs each time you access and use the platform and/or avail our Services.

## **3. Purpose**

We have developed an innovative platform to initiate customizable best-suited credit facility to employees/promoters of unlisted companies, loan against shares and other personal loans. User can initiate loan against shares/securities and personal loans as applicable. Further, the User can complete the registration, KYC Process and documentation on the Platform.

All our services are subject to applicable laws, government notifications, the rules, regulations, and guidelines issued by the Reserve Bank of India ("RBI"), any other regulatory bodies defining the rules/regulations, internal assessment and approval of ESOPPDhan.

## **4. Services**

4.1 ESOPPDhan Shall endeavor customizable best-suited credit facility as per your requirement and you understand that you have agreed to avail credit/loan facility with the Lending Partner ("Credit Facility Agreement"), in order to enable you to purchase various products/services utilizing the funds made available to you by the Lending Partner. The utility provided in the Platform is to assess eligibility, other basic information of the credit facility and to upload KYC documents only and the sanctioning of credit facility shall fully be depends on verification of your KYC documents and other eligibility criteria to the satisfaction of the Company in accordance with the credit policy of the Company.

4.2. ESOPPDhan shall provide the following facilities to you ("Services"):

4.2.1 To create and maintain your credit facility account in connection with the Services, on the platform the user must provide a phone number, which we will authenticate with a one-time password.

4.2.2 To facilitate eligibility check for credit facility and underwriting support of user on the basis of information collected from the user.

4.3 ESOPPDhan reserves the right, without any prior notice to: (i) add new services; (ii) modify existing Services; and/or (iii) remove portions of the Services, as and when it deems fit and at its sole discretion.

4.4 ESOPPDhan have the right to details the nature and type of information we collect and the process in accordance with the Privacy Policy to enable the setting up of user login, completing the Know-your-Customer ("KYC") and execution of credit facility documents.

## **5. Eligibility:**

You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these T&Cs. You shall not access and use the Platform or avail our Services if you are not competent to contract under the applicable laws, rules and regulations.

For accessing the platform and availing its Services, you, as a User, further represent that you are an Indian national having tax residency in India. You also represent and assure that you are not a tax resident of any other country.

We maintain the right to render Services to only those users who are – a) competent to enter into legally binding contracts, b) have made the representations as provided above, c) and also qualify under the internal policy(ies) for the same determined solely by us from time to time. We shall have the sole right to change, modify, add or remove, in whole or in part, its internal policy(ies), in relation to the provision of the Services at any time without any prior written notice or intimation to the Users. Further, we shall have the right to not entertain any requests in relation to the same, from the Users towards such Services without assigning any reason.

We shall have the right to not process a transaction through the platform if the Company in its sole discretion determines that such transaction undertaken by a User is not authorized by such User or that the transaction is not genuine or suspicious.

We shall have the right to deny or not allow to open any credit facility or login account if the information provided by you does not, in our sole discretion, amount to reliable information or appears to be fraudulent.

We shall have the right to terminate the user account if we discover any deficiency in the information provided by you at a later date, Please note that we may add further verification procedures in the future, whereby you may be required to provide us with more information

## **6. Representations, warranties and undertaking**

6.1. The information and data contained in the platform do not constitute an offer to buy or sell or solicitation of an offer to buy or sell any Services in any jurisdiction other than India.

6.2. All information provided by you to the Company is accurate, correct and true.

6.3. You acknowledge and agree that ESOPPDhan is entitled to remove any/all the information on the platform that is in contravention of these T&Cs.

6.4. You hereby authorize ESOPPDhan, to make any inquiries with any other finance company/bank/registered credit bureau or other relevant agencies regarding your credit history with them, in connection with the Services under these T&Cs.

6.5. You agree to not engage in any activities pertaining to the Services that are contrary to any applicable law or regulation or the terms of any agreements you may have with ESOPPDhan.

6.6. You agree not to (i) create multiple Accounts or fake Accounts; (ii) create Accounts fraudulently; and/or (iii) use the platform for any unlawful or immoral purpose.

6.7. You understand that ESOPPDhan does not provide any warranties for its Services and shall not be made liable for any claims made by you or any third party. In this regard, you undertake to accept and be solely liable for the Services availed by you from ESOPPDhan. You further undertake to indemnify and hold harmless ESOPPDhan, its affiliates, and their respective directors, officers, employees, agents and representatives against all damages suffered or losses incurred by ESOPPDhan arising due to any act, omission, or claim initiated by you or any third party in relation to the Services availed by you or in case of breach of these T&Cs or any warranty by you.

## **7. Delays in processing**

7.1. You understand that there might be inadvertent delays while the Services are being rendered to you. Please note that any transaction may be cancelled till the time it is confirmed by ESOPPDhan.

## **8. Collection**

8.1. You agree to:

8.1.1. Allow ESODhan (or its third party service providers) to send you payment reminders from time-to-time;

8.1.2. Allow ESOPPDhan (or its third party service providers), to engage in collection efforts to recover amounts that you failed to pay to ESOPPDhan. (i) T&Cs; and/or (ii) terms and conditions or policy(ies) of the Lending Partner. These collection efforts may involve, inter alia, contacting either you directly or any other contact details provided by you at the time of the creation of the Account, submitting your information to a collection agency, or taking legal action.

8.1.3. Allow ESOPPDhan (or its third party service providers) to store information on your device in the form of cookies or similar files for purposes of modifying the platform to reflect your preference. The platform is deemed to be in use when it is loaded in a temporary or permanent memory of your device

8.1.4 Allow ESOPPDhan to make any inquiries with any other finance company/bank/registered credit bureau regarding your credit history with them, in connection with the Services under these T&Cs.

8.1.5 Allow ESOPPDhan to do the Customer due diligence in accordance with the direction/guidelines/notifications issued by the Reserve Bank of India and Policy(ies) of the Company.

## **9. Collection of information**

9.1. In the course of availing Services, you authorize ESOPPDhan, directly or through third parties, to make any inquiries we consider necessary to validate your identity and to collect information about you in accordance with these T&Cs or our Privacy Policy or in accordance with applicable law. This may include asking you for further information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address

or financial instruments, or verifying your information against third-party databases or through other sources. You may also be required to provide documents to help us validate your identity. In the event ESOPPDhan is unable to obtain or verify your information, ESOPPDhan reserves the right to close, suspend, or limit access to your Account and/or the Services rendered. By availing of the Services, you also consent to enable ESOPPDhan to validate your identity and to collect information about you in accordance with these T&Cs and our Privacy Policy.

9.2. You also provide your consent to ESOPPDhan to use and share the information provided by you in connection with the Services. You also agree and consent to ESOPPDhan to assess the information, based on your usage of the Platform.

9.3. You will be required to provide such documents as required by us.

9.4. You agree to provide only true, accurate, current and complete information about yourself, and you agree not to misrepresent your identity or your account information in the course of availing Services. You further agree to keep your Account information up to date and accurate.

9.5 You agree to provide Financial SMSes, contacts, location data, installed applications, storage and such other device data of yourself in the course of availing Services.

9.6 You agree to provide other supporting documents as required by ESOPPDhan and other additional documents for satisfaction for availing services.

9.7 You should add the information and documents requested in the manner prompted on the platform. If you revoke any of our permissions in the App, then you will not be able to use the platform. You will also be required to appoint us as your, and your co-applicant's authorized agent to access your, and your co-applicant's credit information from various credit information companies (such as EQUIFAX, CIBIL, CRIF HIGH MARK, EXPERIAN etc.).

9.8 The responsibility of providing correct information, details, including the contact information, amount, the bank account details etc. lies solely with you. ESOPPDhan shall not be responsible to verify the accuracy of the information/ details provided by you. In the event of any changes in the details or information provided by you initially, you must inform ESOPPDhan of such changes within a reasonable period of time. If any incorrect bank account number is provided by you, any amount may be deposited /credited to the wrong bank account and there is no guarantee of recovery of the same. ESOPPDhan will not be responsible for any loss or damage that may be sustained by you on account of such error on your part.

## **10. Intellectual property policy**

10.1. All of the content on the platform, including, without limitation, all of the page headers, images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks, tradenames ("platform Content"), constitute our and our licensors' intellectual property. Copyright laws in all applicable jurisdictions protect the platform and the platform Content.

10.2. You may access the platform, avail of the features and facilities and utilize the platform Content in connection with the subject matter thereof. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the platform Content, features or facilities, directly or indirectly, without our prior written permission. If you would like to request permission to commercially exploit any particular platform Content, you could contact us in the manner provided for herein.

10.3. ESOPPDhan and its licensors, if any, are the sole owners of the underlying software and source code associated with the platform and all the trademarks, copyright and any other intellectual property rights of any nature in the platform.

## **11. User account, passcode & security**

11.1 You are responsible for maintaining the confidentiality of the passcode and your account (“Account”) and you are also fully responsible for all activities that occur under your passcode or Account. You agree to: (a) immediately notify us of any unauthorized use of your passcode or Account or any other breach of security; and (b) ensure that you exit from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause 11.

11.2. You hereby acknowledge that the deletion of the platform from the Device does not constitute termination of your Account and agree to undertake the process detailed herein in order to complete de-registration. If and when you are desirous of having your name and other details removed from the records of ESOPPDhan, upon receiving your written request to that effect, ESOPPDhan shall be subject to requirements under applicable law remove and/delete all such information.

## **12. Use of platform – features and facilities**

12.1. Your usage of the platform will require you to provide to us certain personal and financial information, which shall be collected and maintained as per the terms laid down in our privacy policy available at [privacy policy](#).

12.2. We shall not mediate or attempt to get involved in and resolve any disputes or disagreements inter se between you and third party/ies.

12.3. We allow our affiliates or third parties to collect certain information when you visit our platform through the use of cookies or third-party web beacons.

12.4. You are required to seek ESOPPDhan’s permission in case you are writing something associated with the platform on social media or otherwise. In the event you post any content on your own site or any other third party sites about us without our prior written permission, we may take strict actions against you.

12.5. You may choose to, or we may invite you to submit comments or ideas about the Services rendered under these T&Cs, including without limitation about how to improve the Services. By submitting any such ideas, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place ESOPPDhan or any of its affiliates or subsidiaries, under any fiduciary or other obligation, and that ESOPPDhan will be free to use the idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, ESOPPDhan does not waive any rights to use similar or related ideas previously known to, or developed by employees, or obtained from sources other than you.

**12.6. IN THE EVENT YOU HAVE ANY COMPLAINT AGAINST THE CONTENTS (OR ANY PORTION THEREOF), INCLUDING THAT THE CONTENTS THEREIN ARE INCORRECT OR BREACH THE RIGHTS OF A THIRD PARTY, ESOPPDHAN SHALL TAKE ALL COMMERCIALY REASONABLE MEASURES TO ADDRESS THE SAME. HOWEVER, ESOPPDHAN'S SOLE OBLIGATION IN THIS REGARD SHALL BE TO REMOVE SUCH CONTENT FROM THE PLATFORM; AND THE USER SHALL HAVE NO FURTHER CAUSE OF ACTION AGAINST ESOPPDHAN.**

### **13. Service providers**

13.1. We may employ third-party service providers and individuals due to the following reasons:

1. To facilitate our Service
2. To provide the Service on our behalf;
3. To perform Service-related services; or
4. To assist us in analyzing how our Service is used.
5. Collect and verify KYC data/documents.

13.2. You acknowledge that the third-party service provider/agent/agencies will have access to your personal information on a need basis to assist us in rendering Service, and the service providers are restricted from using the same for any other reason. The third-party service providers are obligated not to disclose or use the information for any other purpose.

### **14. Your rights & preferences as a data subject in india**

14.1. These T&Cs are intended for Users within the territory of India and govern your rights as per applicable law within the territory of India. However, in the event you fall under a jurisdiction outside the purview of Indian law, we will not be liable for any claim, action and/or right initiated/exercised by you as per the extant laws of that jurisdiction. Therefore, we request you to kindly use the platform accordingly.

### **15. Customer communications**

15.1. Accepting these T&Cs implies your express consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your Account. You further agree to us contacting you in any manner, including without limitation, SMS messages (including text messages), WhatsApp, calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialing system or an automatic texting system, and notifications sent via the platform. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via SMS.

15.2. You certify, warrant and represent that the telephone numbers and/or email addresses and any other information that you have provided to us are your own and not someone else's and are true, accurate, current and complete. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and emails at each of the email

addresses you have provided us. You agree to notify us whenever you stop using a particular telephone number(s) and/or email address(es).

15.3. In relation to the unsolicited communication referred in “National Do Not Call Registry” as laid down by Telecom Regulatory Authority of India, you confirm that laws will not be applicable for such communication/calls/SMS/messages through whatsapp messenger application received from ESOPPDhan, its directors, employees, agents and/or associates.

15.4 our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your Account strictly adhere the fair practice code and code of confidentiality of ESOPPDhan.

## **16. System requirements**

16.1. In order to use the platform, you are required to have a compatible Device with the following minimum specifications: Windows 7/8/10/11 or Android Operating System version 4.1 (SDK level 16) or higher or iOS 9.0 or higher.

## **17. User guidelines**

17.1. In consideration of ESOPPDhan granting you the rights hereunder, you hereby agree not to use the platform for any purpose that is unlawful under any applicable laws and/or in violation of the terms of these T&Cs and our Privacy Policy. You shall not use the platform in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any server, or interfere with any other party’s use and enjoyment of the platform. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks connected to any server, in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the platform.

17.2. The platform is made available to you for your own personal and non-commercial use alone. You shall not allow third parties to: (i) make and/or distribute copies of the platform or any deliverable generated by the platform; (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the platform; and/or (iii) create derivative works of the platform.

17.3. You accept that any and all operations emanating from your Device shall be assumed to have been initiated by you.

17.4. You shall not copy, reproduce, distribute, or create derivative works of our content that is available on the platform. Also, you shall not reverse engineer or reverse compile our technology that is available on the platform, including, without limitation, such Java Applet, as may be associated with the platform from time to time.

17.5. You shall request ESOPPDhan, to block the Account and change the passcode/password immediately for the Account, if your Device has been lost or stolen.

17.6. You are responsible for any and all activities that occur in your Account. You agree to notify ESOPPDhan immediately of any unauthorized use of the Account or any other breach of security. ESOPPDhan shall not be liable for any loss to you or your organization owing to negligent actions or a failure on your part to inform ESOPPDhan, within a reasonable time, about loss or theft of your Device and/or any unauthorized access in your Account, either with or without your knowledge.

17.7. You shall be liable for losses incurred by ESOPPDhan or any other party due to a third party's use of the Account. You shall not use any other person's account at any time, without the permission of the account holder and ESOPPDhan.

17.8. ESOPPDhan shall make all reasonable efforts to ensure that your information is kept confidential. However, ESOPPDhan shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.

17.9. You shall ensure that while using the functions and features, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied with by you and ESOPPDhan shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.

17.10. You understand and acknowledge that upon using the platform, you authorize us to access third party sites designated by you, on your behalf, to retrieve such information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited powers and hereby authorize us with the full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with Services and facilities available on the platform, as fully to all intents and purposes as you might or could do in person. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY.** You agree that such third parties shall be entitled to rely on the foregoing authorization, agency granted by you.

17.11. You hereby acknowledge and agree that ESOPPDhan shall not be liable for failure of any transaction undertaken for any reason whatsoever including but not limited to deficiency of service and/or products delivered as well as technical errors. You further acknowledge that ESOPPDhan shall not be responsible in any manner whatsoever, for any loss incurred by you for a failed/ incomplete transaction undertaken by you using our Services.

17.12. You hereby agree and express your voluntary, unequivocal and informed consent to your personal data or financial information (including such data as may be designated as 'personally identifiable data' under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 or other applicable law), being processed, disclosed and/or transferred by ESOPPDhan to third-party entities.

## **18. Indemnification**

18.1. You agree to protect, defend and indemnify us and hold us and our representatives harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the platform in violation of these T&Cs and/or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

18.2. The terms of this provision will survive any termination or cancellation of these T&Cs or your use of the platform.

## **19. Warranties:**

19.1. The platform and the functions and features therein are provided on an "as is" and on an "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

19.2. We shall make reasonable efforts to make available the platform and the functions and features at all times. However, we make no warranty that the platform shall meet your requirements, be uninterrupted, timely, secure, and/or error free. Further we do not make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the output derived therefrom.

19.3. We shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond the control of ESOPPDhan, including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.

19.4. You are advised to keep your username, password and passcode safe. We shall not be liable in the event your Account is hacked due to errors or omissions at your end.

19.5. Any material downloaded or otherwise obtained through the platform is done at your own discretion and risk and you are solely responsible for any damage to your Device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the Service will create any warranty not expressly stated in these T&Cs.

19.6. We shall not be liable for any losses and/or damages which may arise as a result of a third party entity's usage of the User's personal data or financial information (including such data as may be designated as 'personally identifiable data' under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011).

19.7. ESOPPDhan shall not be liable for any failure or delay in performing its obligations under this facility if such failure or delay results from actions undertaken by ESOPPDhan in a reasonable good faith to comply with applicable law or to prevent fraud; or (iii) is caused by events beyond ESOPPDhan's control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of force majeure event.

## **20. Link to other websites**

20.1. The links to any third party websites on the platform are provided solely as pointers in connection with the Services, and ESOPPDhan has no control over the content on such third party websites. ESOPPDhan makes no warranties concerning the content of such websites, including the accuracy, completeness, reliability of said websites, nor does ESOPPDhan warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. If you choose to follow a link to a third party website, you will do so at your own risk. You also acknowledge that links to third party websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or Services offered at such sites, or any representation regarding the content at such third party websites.

## **21. Closure of accounts**

21.1. In the event you do not log in to the platform or use the Services for two (2) or more years, ESOPPDhan may close your Account. However, ESOPPDhan will retain your information in accordance with these T&Cs and our Privacy Policy.

## **22. Limitation of liability**

22.1. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS, USE OR PERFORMANCE OF THIS APP'S FUNCTIONS AND FEATURES OR FOR INTERRUPTIONS, DELAY, ETC., EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF DAMAGES RESULTING FROM THE COST OF GETTING SUBSTITUTE FACILITIES ON THE PLATFORM, ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PLATFORM, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA STATEMENTS OR CONDUCT OF ANYONE ON THE PLATFORM, OR INABILITY TO USE THE PLATFORM, THE PROVISION OF OR FAILURE TO PROVIDE THE FUNCTIONS AND FEATURES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS CLAUSE SHALL SURVIVE IN PERPETUITY

## **23. Severability**

23.1. If any provision of these T&Cs is held to be illegal, invalid or unenforceable under any present or future applicable laws: (a) such provision will be replaced with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces; and (b) the remaining provisions of the T&Cs will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

## **24. Termination**

24.1. These T&Cs and the right to use granted hereunder shall take effect on the date you create an Account with the platform, and shall continue in effect until termination these T&Cs in accordance with this section.

24.2. We may suspend/terminate the use of the platform at any time, with or without cause, after giving notice of the suspension/termination to you.

24.3. Upon termination, the rights and license granted to you herein shall terminate and you must cease all use of the platform.

## **25. Waiver**

25.1. Any failure on the part of ESOPPDhan to require performance of any provision of these T&Cs shall not affect its right to full performance thereof at any time thereafter, and any waiver by ESOPPDhan of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.

## **26. Assignment**

26.1. You shall not assign or transfer any rights, obligations, or privileges that you have under these T&Cs, without the prior written consent of ESOPPDhan. ESOPPDhan reserves the right to assign its rights, obligations or privileges to third parties and you hereby agree to such assignment. Any assignment or transfer in violation of this clause will be deemed null and void.

## **27. Amendments**

These Terms of Use are subject to the modifications. ESOPPDhan reserves the right to alter, change or modify these Terms of Use and also change any other policies of ESOPPDhan at any time by uploading the modified documents on the website or application and notifying about the same to the users for their perusal. The user of the platform shall be liable to update with such changes, if any, by regularly accessing the same. The user shall be responsible at all times for regularly reviewing the Terms of Use and the other ESOPPDhan policies and keep noting the changes or modifications made on the Platform. After any change in the amended Terms of Use and other ESOPPDhan policies if any user continues to use the Services then that shall constitute the user's acceptance to the amended Terms of Use and other ESOPPDhan policies. If you do not agree with any part of these Terms, please stop using the Platform immediately. If you have any queries or concerns regarding these Terms, please contact our Grievance Officers.

## **28. Independence from platforms**

28.1. The App is independent of any platform on which it is located. The App is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, windows or Android or (each being an "Operator").

28.2. Your download, installation, access to or use of the App is also bound by the terms and conditions of the Operator.

28.3. You and ESOPPDhan acknowledge that these T&Cs are concluded only between you and ESOPPDhan, and not with an Operator, and ESOPPDhan, not those Operators, are solely responsible for the App and the content thereof to the extent specified in these T&Cs.

28.4. ESOPPDhan is solely responsible for providing any maintenance and support Services with respect to the App as required under applicable law. You and ESOPPDhan acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support Services with respect to the App.

28.5. You and ESOPPDhan acknowledge that ESOPPDhan, not the relevant Operator, is responsible for addressing any User claims or any third party claim relating to the App or your possession and/or use of the App, including, but not limited to: (i) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.

28.6. You and ESOPPDhan agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, ESOPPDhan and not the relevant Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; provided such infringement was caused by ESOPPDhan.

28.7. You must comply with any applicable third-party terms of agreement when using the App (e.g. you must ensure that your use of the App is not in violation of your device agreement or any wireless data service agreement).

28.8. You and ESOPPDhan agree that the relevant Operator, and that Operator's subsidiaries, are third party beneficiaries of these T&Cs, and that, upon your acceptance of these T&Cs, that Operator will have the right (and will be deemed to have accepted the right) to enforce these T&Cs against you as a third-party beneficiary thereof.

## **29. Updates**

29.1. ESOPPDhan reserves the right to update the platform, in order to, inter alia, increase efficiency, optimize user interface, and add new facilities from time to time. Update packages will be sent to you on your Device for download and installation.

29.2. You hereby agree to install the updates from time to time and acknowledge that ESOPPDhan will only be able to provide Account support for the platform if you ensure the installation of all updates upon receiving notifications thereof when using the platform.

## **30. Validity of t&cs**

30.1. These T&Cs shall apply when you complete the authentication process and create an Account and shall remain valid and binding on you for so long as you maintain the Account and avail Services.

## **31. Security:**

31.1. You are prohibited from violating or attempting to violate the security of the platform, including, without limitation:

31.1.1. Accessing data not intended for you or logging into an account which you are not authorized to access;

31.1.2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or

31.1.3. Interfering with Service to any User, host, or network.

31.2. You shall not misuse this platform by intentionally introducing viruses, trojans, worms, logic bombs or other materials that are malicious or technologically harmful (together "Viruses"). You will not attempt to gain unauthorized access to the platform, or any server, computer or database connected to the platform. You will not attack this platform via a denial-of-service attack. Further, you shall not interfere with or circumvent any security feature of the platform or any feature that restricts or enforces limitations on use of or access to the platform, such as probing or scanning the vulnerability of any system, network or breach.

31.3. Should you breach the provisions of this Clause, you will be liable to be prosecuted under the Information Technology Act, 2000 and other applicable statutes. We will immediately report such breach to the relevant law enforcement authorities and will co-operate with such authorities by disclosing your identity to them. In the event of such a breach, your rights to use this platform will cease immediately.

31.4. We will not be liable for any loss or damage caused by a denial-of-service attack or Viruses that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this platform or to your downloading of any material posted on it.

31.5. You agree to immediately report to us all incidents involving suspected or actual unauthorized access, disclosure, alteration, loss, damage, or destruction of data.

31.6. You shall not interfere with or disrupt (or attempt to interfere with or disrupt) access and enjoyment of the platform by other users or any host or network, including, without limitation, creating or transmitting unwanted electronic communications such as "spam" to other users, overloading, flooding or mail-bombing the platform, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the platform.

31.7. All actions performed by any person using your account and password shall be deemed to have been committed by you and you shall be liable for the same. We reserve the right to suspend/terminate your Account at any time if it is found that you have been sharing the password with any unauthorized user.

31.8. In order to reduce the risk of unauthorized access, a user is logged out from the account and will have to enter his details and login afresh, after 3 (three) consecutive incorrect login attempts.

## **32. Monitoring**

32.1. All electronic communications and content presented and/or passed to us, including that presented and/or passed from remote access connections, may be monitored, examined, saved, read, transcribed, stored, or retransmitted in the course of daily operations by any duly authorized employee or agent of ours in the exercise of their duties, or by law enforcement authorities who may be assisting us in investigating possible contravention/non-compliance with applicable law. Electronic communications and content may be examined by automated means. Further, we have the right to reject, at our sole discretion, from the platform any

electronic communications or content deemed not to be in compliance with the corporate policies and procedures of ESOPPDhan.

### **33. Governing law and jurisdiction**

33.1. These T&Cs (and by extension, the Privacy Policy) are governed and construed in accordance with Indian law. By using the platform, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Kolkata, West Bengal, India, in the event of any disputes arising out of or in relation to your access to and use of the platform.

### **34. Grievance officer**

34.1. If you have any questions or concerns regarding the T&Cs or Privacy Policy, please feel free to contact us at the below mentioned details:

Name: Nitin Agarwal

Email: [info@esopdhan.com](mailto:info@esopdhan.com)

Address: Office No.1602, 16th Floor, Morya Grand, Opp. Infinity Mall, Off. Veera Desai Road, Andheri West, Mumbai, Maharashtra, PIN 400 053



# ESOPPDHAN