

TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") govern your ("**user**", "**you**" or "**your**") access or use of the Platform (*defined below*). Please read these Terms carefully before accessing or using the Platform (*defined below*). These Terms apply in addition to the Additional Terms and Conditions (*defined below*) and Neokred's privacy policy, ("**Privacy Policy**").

Your access and use of the Platform constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and Neokred Technologies Private Limited ("**Neokred**", "**we**", "**us**" or "**our**"), a company established under the laws of India, having its office at 1st Floor, Indique South Island, R K Colony, 2nd Phase, J. P. Nagar, Bengaluru, Karnataka 560078. If you do not agree to these Terms, you may not access or use the Platform.

For the purpose of further clarity, this document is an electronic record in terms of the Information Technology Act, 2000, ("**IT Act**") and the amendments thereof from time to time and the rules thereunder as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

1. DEFINITIONS

- 1.1 "**Additional Terms and Conditions**" means any guidelines, additional terms, policies, or disclaimers made available or issued by us, any third party or our Affiliate from time to time in relation to the Platform.
- 1.2 "**Affiliate(s)**" means, group companies, affiliates, associates, and/or subsidiaries of Neokred.
- 1.3 "**Applicable Law(s)**" means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permit, licence, approval, consent, authorisation, government approval, directive, guidelines, requirement, other governmental restrictions, or any similar form of a decision of, or determination by, or any interpretation, policy or administration, having the force of the law of any of the foregoing, by any Governmental Authority, whether in effect as on the date of you agreeing to be bound by these Terms or at any time thereafter.
- 1.4 "**Feedback**" has the meaning as ascribed to the term under Clause 6.4 of these Terms
- 1.5 "**Governmental Authority**" means any national governmental authority, statutory authority, regulatory authority, government department, agency, commission, board, rule or regulation-making entity or authority having or purporting to have jurisdiction over any Party, or other subdivision thereof to the extent that the rules, regulations, standards, requirements, procedures, or orders of such authority, body, or organisation have the force of any Applicable Law or any court or tribunal having jurisdiction.
- 1.6 "**Issuing Entity**" means the entity issuing the Products.

- 1.7 **“Platform”** means the website available at www.perkle.store
- 1.8 **“Product”** means the electronic gift vouchers made available by the Issuing Entity.
- 1.9 **“Product Terms and Conditions”** refers to the terms and conditions of the Issuing Entity governing the use of the Product.
- 1.10 **“Third Party Service(s)”** has the meaning ascribed to it under Clause 4.3 of these Terms.

2. ONBOARDING AND REGISTRATION

- 2.1 In order to access the Products listed on the Platform, you or the entity, the organisation, or any other legal person that you represent, will be required to execute a separate written agreement with Neokred.

3. RESTRICTIONS

- 3.1. You shall not:
- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means;
 - (b) attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - (c) replicate or attempt to replace the user experience of the Platform;
 - (d) sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform available/accessible to any third party;
 - (e) take any action that imposes or may impose (as determined by Neokred in its sole discretion) an unreasonable or disproportionately large load on Neokred’s or its Third-Party Service providers’ infrastructure or adversely affect the Platform;
 - (f) infringe, violate, or misappropriate any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets, of any party;
 - (g) upload or transmit any information or content that is obscene, pornographic, paedophilic, immoral, invasive of another’s privacy, or is relating to or encouraging money laundering or gambling, an online game that causes harm, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
 - (h) cache unauthorised hypertext links to the Platform;

- (i) attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided under these Terms;
- (j) reproduce any portion of the Platform;
- (k) use the Platform in any unlawful manner or for any fraudulent or malicious activities;
- (l) breach or otherwise circumvent any security or authentication methods on the Platform;
- (m) remove any proprietary notices from the Platform;
- (n) directly or indirectly use the Platform to transmit any data or send or upload any material that contains viruses, vulnerabilities, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- (o) use any robot, crawler, other automated device, or manual process on the Platform to monitor or copy any part or the whole of the Platform;
- (p) undertake activities that are in violation of the Applicable Law; and
- (q) permit or authorise any third party to do any of the foregoing.

3.2. You agree and acknowledge that the Product is governed by the Product Terms and Conditions of the Issuing Entity as may be displayed on the Platform from time to time, and agree not to hold Neokred liable for any matters arising out of or in connection with such terms and conditions. You understand and agree to comply the Product Terms and Conditions.

3.3. You shall be solely responsible for maintaining confidentiality of the login credentials your account and consent to be liable and accountable for all activities that take place through the account.

3.4. You shall:

- (a) immediately notify Neokred of any unauthorised use of your account or any other breach of security;
- (b) ensure that you sign out from your account at the end of each session while accessing the Platform; and
- (c) use all endeavours to prevent any unauthorised access to, or use of, the Platform.

Neokred shall not be liable for any losses or damages resulting from your failure to adhere to the obligations under this Clause.

- 3.5. You shall not share access keys with any third party or permit any third party to access the Platform under your account; Neokred shall not be responsible for any inaccuracies, errors, or omissions attributable to you.

4. DISCLAIMERS

- 4.1. You acknowledge that access to the Platform and Products is provided on an “as is” basis and expressly subject to the other provisions of this Clause. Neokred does not warrant that the access to the Platform will be uninterrupted, secure or error free.
- 4.2. We expressly disclaim all warranties of any kind, express or implied, with respect to the Platform and the Products, including warranties of merchantability, compatibility, applicability, usability and appropriateness, fitness for a particular purpose, satisfactory quality, accuracy, and any warranties that may arise out of the course of performance or course of dealing.
- 4.3. The Platform may include services, content, documents, and information owned by, licensed to, or otherwise made available by a third party or our Affiliates (“**Third Party Services**”), and may also include links to the Third-Party Services. You understand and acknowledge that Third Party Services are the responsibility of the respective third-party or Affiliate that renders such Third Party Services. You further acknowledge that your use of such Third-Party Services is solely at your own risk.
- 4.4. Notwithstanding any provision to the contrary, to the fullest extent permissible by Applicable Law, Neokred and its Affiliates each disclaim all liability towards you for any loss or damage arising out of or due to:
- (a) your use of, inability to use, or availability or unavailability of the Platform, including any Third-Party Services;
 - (b) the occurrence or existence of any defect, interruption, or delays in the operation or transmission of information to, from, or through the Platform, communications failure, theft, destruction or unauthorised access to the records, programmes, services, server, or other infrastructure relating to the Platform; and
 - (c) your inability to use the Platform or the Product.
- 4.5. You agree and acknowledge that Neokred’s ability to provide access to the Platform and the Products is dependent on third parties, and Neokred shall not be liable for any delays, errors, interruptions, inaccuracies, communication failures, or defects with respect to access to the Platform or the Products or any consequent loss, or damage that is attributable to such third parties. Neokred makes no representations and excludes all warranties and liabilities arising out of or pertaining to such third-party services.

- 4.6. You agree and acknowledge that Neokred shall not be held liable to you in any manner for any scheduled downtime or unscheduled downtime.
- 4.7. Neokred shall not be liable for any loss or damage in connection with the Product, including for withdrawal of such Product by the Issuing Entity or a Third-Party Service provider and the Issuing Entity's failure to enable redemption of the Product.
- 4.8. Neokred shall in no manner be responsible for the redemption of the Products. Neokred makes no representations and disclaims all warranties and liabilities arising out of or pertaining to any redemption of the Products.
- 4.9. Neokred is neither responsible for the content or information provided by the Issuing Entity's website nor does it make any warranty, express or implied, about the contents and validity of such websites. Neokred has no control over any data shared by you on any Issuing Entity's website. Neokred shall not be liable for any kind of usage of data by the Issuing Entity.
- 4.10. You agree and acknowledge that any goods or services as may be availed by redeeming the Products are provided by the Issuing Entity or third parties that the Issuing Entity has partnered with and Neokred (i) does not provide any of the goods or services; and (ii) is not liable for sale, quality, features, fulfilment and/or delivery of the goods or services selected through redemption of the Products. Neokred shall not be responsible for any loss, damage, costs or claims of any nature whatsoever, in relation to the provision or use of such goods or services.
- 4.11. You agree and acknowledge that the redemption of a Product cannot be cancelled, varied, or reversed.
- 4.12. You agree and acknowledge that the Issuing Entities reserve the right to unilaterally amend, with or without notice, any of the Product Terms and Conditions. Neokred shall not remain liable for any loss or damage in connection with such amendments.

5. REFUNDS

- 5.1. You agree and acknowledge that the Products supplied and distributed through the Platform, once delivered, will not be entitled for any refund, replacement, reimbursement or exchange for any reasons whatsoever. Under no circumstances shall Neokred be held liable for any theft, destruction, falsification or fraud that might occur after receipt of the Products, and Neokred disclaims all liability in this regard.
- 5.2. You agree and acknowledge that Neokred shall not be responsible or liable to address any query in relation to refunds from your and/or the beneficiary.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. All rights, title, and interest in and to the Platform, including text, graphics, software, photographs and other images, videos, sounds, trademarks, and service marks, are owned by or otherwise licensed to Neokred.
- 6.2. All names, whether or not appearing with the trademark symbol, are trademarks that belong to Neokred unless otherwise stated. The use or misuse of these trademarks or any other materials is expressly prohibited and may violate copyright law, trademark law, and any other Applicable Law.
- 6.3. The contents of the Platform are subject to copyright protection. The contents of the Platform may not be copied, recopied, reproduced, or otherwise redistributed. You shall not copy, display, download, distribute, modify, reproduce, republish, or retransmit any information, text, or documents contained in this Platform or any portion thereof in any electronic medium or in hard copy, or create any derivative work based on such images, texts, or documents, without Neokred's express written consent.
- 6.4. Neokred may request you to submit suggestions and other feedback, including bug reports, relating to the Platform, from time to time ("**Feedback**"). Neokred may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your IPR. You hereby waive any rights that may arise out of such Feedback and agree to execute such documentation as Neokred may request to give effect to Neokred's rights under this Section.
- 6.5. You may upload or submit certain information, content, submissions, ideas, suggestions, proposals, plans, or other material. You hereby grant Neokred a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, and royalty-free license to use, display, store, host, communicate, make available, modify, adapt, translate, and create derivative works of such content for the purpose of providing access to the Platform and related services.
- 6.6. Neokred reserves and retains all right, title, and interest to its own IP. You agree to not violate any IPR of Neokred, including without limitation, confidential relationships, patents, trade secrets, copyright and any other proprietary rights.
- 6.7. You grant Neokred a non-exclusive, royalty-free right to use its name, logo, identifying information and other IP on the Platform for promotional, marketing, and operational purposes, including but not limited to case studies, testimonials, and other marketing collateral.

7. TERMINATION

- 7.1. Neokred may, at any time, terminate your access to the Platform, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. If you wish to terminate your account, you may do so by following the instructions on the Platform. All provisions of these Terms that by their nature should survive termination shall survive

termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

8. INDEMNITY

8.1. You shall defend, indemnify, and hold Neokred, its Affiliates, and each of its and its Affiliates' employees, officers, associates, licensors, successors, assigns, agents, contractors, directors, suppliers, and representatives harmless from and against any indirect losses, liabilities, demands, lawsuits, claims, and expenses, judicial proceeding, (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees), that arise from or relate to:

- (a) acts, commissions or omissions, errors, misrepresentations, misconduct, negligence, fraud, forgery, dishonesty, violation attributable to you and/or your personnel/agents/representatives, or any third party who may use your account.
- (b) your access to the Platform and your use of the Platform in violation of these Terms.
- (c) contravention of any Applicable Law.
- (d) any claim from any Governmental Authority or any third party, as a result of any action or inaction on your part, including but not limited to a breach of these Terms or any acts committed beyond the scope of these Terms.
- (e) any third-party claims for any act or omission attributable to you.

9. LIMITATION OF LIABILITY

9.1. In no event shall Neokred, its directors, employees, agents, partners, vendors, suppliers, be liable under contract, tort, strict liability, negligence, or any other legal or equitable theory with respect to the Platform (a) for any lost profits, data loss, cost of procurement of substitute goods or services, or, special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising); and (b) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination).

9.2. Notwithstanding anything to the contrary, in no event shall Neokred's total aggregate liability to you or any third party arising out of or in relation to these terms exceed INR 1,000 (One Thousand).

10. DISPUTE RESOLUTION

10.1. These Terms shall be governed by and construed in accordance with the laws of India and subject to the Clauses below, any dispute concerning these Terms shall be subject to the exclusive jurisdiction of courts in Bengaluru, India.

- 10.2. Any dispute or claim arising out of or in connection with or relating to these Terms, or their breach, termination, or invalidity hereof, your use of the Platform or in connection with the access to the Platform shall be referred to and finally resolved by arbitration in Bengaluru in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force. Within 30 (Thirty) days of the issue of a notice of dispute, Neokred and you shall mutually agree on the appointment of a sole arbitrator. If such mutual agreement is not arrived at within the aforesaid 30 (Thirty) days period, Neokred and you shall appoint such sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bengaluru, and the arbitration proceedings shall be conducted in the English language.

11. SEVERABILITY

- 11.1. If any provision of these Terms is determined by any court or other competent Governmental Authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

12. MODIFICATION

- 12.1. Neokred reserves the right at any time to modify these Terms and to add new or Additional Terms and Conditions on the access to the Platform. If you choose to continue accessing the Platform after such modifications, it will be considered as your acceptance of the modified Terms. In the event you refuse to accept such changes, please do not access the Platform. We also reserve the right to suspend, withdraw or restrict the availability of all or any part of our Platform at our sole discretion.
- 12.2. Neokred reserves the right to modify, suspend or discontinue, temporarily or permanently, the Platform, or any part thereof, at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom.

13. ENTIRE AGREEMENT

- 13.1. These Terms constitute the entire understanding between you and Neokred regarding the subject of this Agreement and supersedes all prior agreements, whether written or oral, between you and Neokred.

14. GRIEVANCE OFFICER

14.1. In the event you have any queries, concerns or issues, you may send a written complaint to the grievance officer:

Name: Rohit Badri

Email: rohitbadri@neokred.tech, riskandcompliance@neokred.tech