

# Terms and Conditions for AuroraX PVT Ltd (BharatX Services)

This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 which require the publishing of the rules and regulations governing the use and access of [bharatx.tech](http://bharatx.tech) and the BharatX Services (defined below), or any other portal as may be launched by AuroraX Private Limited ('BharatX website').

## Introduction

These terms and conditions ('T&C'), and all applicable policies which are herein incorporated by way of reference govern your rights and obligations as a user of the services provided by AuroraX Private Limited (defined below) to BharatX Users (defined below), while accessing and using the BharatX and/or availing the BharatX Services ('Site') as may be rendered by AuroraX Private Limited, a company incorporated under the laws of India and having its registered office at Plot No. 107, 9th ST, Dr. Kalaignar Nagar, Tiruvottiyur, Chennai, Tamil Nadu 600019 ('AuroraX'). You agree and acknowledge that the BharatX Services may be provided by AuroraX, through its partner merchants and/or third party banks or financial institutions.<br/>You agree of having read and understood the Frequently Asked Questions ('FAQ') uploaded from time to time.

By availing the BharatX Services, you agree to be bound by these T&C, including any additional guidelines and future modifications issued by AuroraX from time to time. If at any time you do not agree with these T&C, you shall immediately cease your use of such BharatX Services. AuroraX reserves the right to amend, add, or remove portions of these T&C, from time to time, without notice to you by posting revised T&C on the BharatX website.

Your access to and use of the BharatX website and the BharatX Services are conditional upon your acceptance of and continuous compliance with these T&C at all times. By accessing, browsing and/or using the BharatX website and/or availing any of its services, including BharatX Services, you agree to be bound by these T&C, including all rules, guidelines, policies, terms and conditions applicable to the BharatX Services being provided by AuroraX ('Policies'), as may be modified by AuroraX from time to time, which shall be deemed to be incorporated in these T&C by reference, unconditionally and at all times. AuroraX shall have the sole right to change, modify, add or remove these T&C or any of its Policies relating to the provisions of access to the BharatX website and BharatX Services, at any time without any prior written notice or intimation. It is hereby clarified that you shall be responsible for reviewing the T&C and

Policies on the BharatX website periodically and keep yourself updated with any change in the T&C and Policies. In fact, BharatX Users should periodically review this page for the latest information on our T&C and Policies. Once posted, those changes are effective immediately, unless stated otherwise. Continued access or use of the Services constitutes your acceptance of the changes and the amended T&C and Policies. However, if you do not agree with the changes, please do not continue to use the Services or submit Information to us.

## User Eligibility

The access to the Site is only available to persons who are competent to enter into legally binding contracts under the Indian Contract Act, 1872. Any person who shall be considered as incompetent to contract as per the provisions of the Indian Contract Act, 1872, including minors, un-discharged insolvents, etc., are not eligible to use the BharatX website and/or the BharatX Services. If you access Site or use BharatX Services, you, as a BharatX User, represent to AuroraX that at least of 18 years age and are competent to enter into legally binding contracts under the Indian Contract Act, 1872.

For accessing the Site and using BharatX Services, you, as a BharatX User, further represent to AuroraX that you are an Indian National having tax residency in India. You also represent and assure AuroraX that you are not a tax resident of the USA or any other country.

It is hereby clarified that AuroraX reserves the right to provide the BharatX Services to only those users who are both competent to enter into legally binding contracts, have made the representations as provided above, and also qualify under the internal policy(s) for the same determined solely by AuroraX from time to time ('BharatX User'/ 'you'/'your'). AuroraX shall have the sole right to change, modify, add or remove, in whole or in part, its internal policy(s) in relation to the provision of the BharatX Services of AuroraX, at any time without any prior written notice or intimation to the BharatX Users and AuroraX shall have the right to not entertain any requests in relation to the same, from the BharatX Users towards such BharatX Services, without assigning any reason.

You hereby authorize AuroraX to register you with AuroraX in order to avail the BharatX Services, other features and products offered by AuroraX. Accordingly, in the event a BharatX User is not already registered with AuroraX in relation to the other services rendered by AuroraX or does not have a BharatX Account (defined below), AuroraX is authorized to register such BharatX User, by creating the BharatX User's account with AuroraX in relation to the BharatX Services, offered by AuroraX ('BharatX Account'). You cannot avail the BharatX Services unless you have an existing BharatX Account. It is hereby clarified that all terms and conditions in relation to creation and use of the BharatX Account as specified on the BharatX website shall be applicable in addition to these T&C.

# BharatX Services

AuroraX provides to the BharatX Users (i) option for payment facilitation services for purchase of product or service on specific merchant websites or outlets ('Partner Merchant'), wherein the BharatX User shall be provided can opt for a checkout transaction processing at Partner Merchant websites and providing invoicing services and payment management systems in relation to the purchase of products or services from the Partner Merchant; and/or (ii) option to a BharatX User to transfer funds into the BharatX User's verified bank account (iii) Partner Merchant checkout option which can be availed by the BharatX User and make the payment on instalments, on the terms and conditions that may be accepted by the BharatX User from time to time (above options jointly and severally known as 'BharatX Services'). It is clarified that AuroraX reserves the right to BharatX service to any BharatX User in whole or in part.

In order to render the BharatX Services, AuroraX may partner with the Partner Merchant, third party banks or financial institutions and such other entities ('Financial Institutions') as may be determined by AuroraX, in its sole discretion.

The BharatX User availing the BharatX Services shall be entitled to make payment of the purchase price of the products, subject to monetary limited specified by AuroraX or the amount approved and transferred into the BharatX User's / Partner Merchant's bank account, as the case may be, ('Transaction Amount'). AuroraX reserves the right to amend such monetary limit/ approve or reject funds in case of option as applicable to each BharatX User, at its sole discretion, for any reason whatsoever.

The BharatX User hereby agrees and acknowledges that the payment of the Transaction Amount shall be made by the BharatX User, to AuroraX, who is authorised by the Partner Merchant and/or third party banks or financial institutions to collect the Transaction Amount, on behalf of the Partner Merchant and/or third party banks or financial institutions, as the case may be, in the manner specified by AuroraX. By availing the BharatX Services, you authorize AuroraX or its authorized representatives to collect the Transaction Amount from you, on behalf of the Partner Merchant and process, facilitate and remit the payments to the Partner Merchant selling the products.

Once the BharatX User becomes eligible to avail BharatX Services and is selected and approved by AuroraX, the BharatX Services option for transfer of funds into the BharatX User's/ Merchant's bank account as the case may be.

Upon selection of the BharatX Service option on the Partner Merchant's platform by the BharatX User, the BharatX User will be required to complete the transaction(s) through one of the methods of authorization prescribed by AuroraX from time to time, including but not limited to entering the one-time password issued by AuroraX to such BharatX User to complete the

transaction ('Authentication Process'). Completion of the Authentication Process, shall effectuate the transaction vis-à-vis the Partner Merchant or the Partner Merchant and the financial partner, as the case may be and the transaction shall be deemed completed and the BharatX User hereby authorises AuroraX to deduct such Transaction Amount from his/her BharatX Account upon completion of the Authentication Process. For provision of the option of transfer of funds into the BharatX User's bank account, the BharatX Users KYC will be collected and/or validated; bank account for credit of BharatX approved amount and repayment thereof, will be linked once the BharatX User accepts the credit agreement between BharatX User and the Financial Institution (defined below) and AuroraX, and allied terms and conditions governing such credit. Upon completion, the funds will be transferred into the BharatX User's/Merchant bank account. The BharatX User hereby authorises AuroraX to deduct such Transaction Amount from his/her BharatX Account or BharatX User's Bank account in which the Transaction amount was credited. The BharatX User shall ensure that true and correct details are furnished to AuroraX including all information required for the account opening process and the KYC process and such or other information, details and clarifications that AuroraX may require from time to time.

BharatX User understands and agrees that, pursuant to the provisions under applicable laws, approvals/permissions, and policies of AuroraX and Financial Institutions, AuroraX may be (either by itself or through authorised third party) required to collect physical certified true copies of account opening documents/KYC documents/payments etc from the BharatX User. BharatX User agrees and consents to cooperate and provide all the relevant data / documents etc. for the purpose of verification and account opening.

The details pertaining to the Authentication Process or KYC collection/verification and linkage to bank account shall be issued by AuroraX and shall be sent to the BharatX User and you hereby consent to receive communications, notices and information from us electronically, whether sent by e-mail or other electronic means. You hereby consent and agree that any pin, password etc. issued by AuroraX, shall be used or undertaken, as the case may be, only by you, that they shall not be disclosed by you to any third party and that you shall take all such steps, including deleting/destroying all records of pin, password etc. issued by AuroraX, to ensure that such unauthorised disclosure of the same is prevented. You agree to immediately notify AuroraX of any unauthorized use of your pin, password etc. issued by AuroraX or any other breach of security. It is hereby clarified that AuroraX will not be liable for any loss, damage or other liability arising from your failure to comply with these provisions or from any unauthorized access to or use of the pin, password etc. issued by AuroraX. In the event of any dispute between 2 (Two) or more parties as to ownership of a particular OTP or any other form of authentication (as may be specified by AuroraX), you agree that AuroraX will be the sole arbiter of such dispute, at its sole discretion and that AuroraX's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties.

You hereby acknowledge and agree that you shall be solely responsible for immediately notifying AuroraX of any change in the email address and/or mobile number registered with

AuroraX. You further acknowledge and agree that you shall be solely liable for any losses, disputes and/or fraudulent transactions undertaken on a Partner Merchant platform due to your failure in complying with this Clause or any other reason and AuroraX shall have no liabilities in this regard.

You hereby acknowledge that you are solely responsible for the transactions / payments made for the products/ services purchased by you, by entering the pin, password etc. issued by AuroraX to you. You consent and agree to not revoke such transactions at any time. You hereby acknowledge that other than pin, password etc. issued by AuroraX, entered by you for a particular transaction, AuroraX has no obligation, responsibility or liability to verify the transactions authenticated and/or authorised by you or your payment instructions.

You hereby appoint BharatX Inc and ADVANCE INTELLIGENCE TECHNOLOGY INDIA PRIVATE LTD as my authorized agents/representatives for collection of my Credit Information Report. You hereby give my free consent and authorize BharatX Inc and ADVANCE INTELLIGENCE TECHNOLOGY INDIA PRIVATE LTD. by providing my personal information to obtain my Credit Information Report and Credit Score from Equifax Credit Information Services Pvt.Ltd. ("Equifax") for the purpose of risk assessment and credit underwriting and not for any other purpose.

You hereby appoint BharatX Inc and ADVANCE INTELLIGENCE TECHNOLOGY INDIA PRIVATE LTD as my authorized agents/representatives for collection of my Credit Information Report. You hereby give my free consent and authorize BharatX Inc and ADVANCE INTELLIGENCE TECHNOLOGY INDIA PRIVATE LTD. by providing my personal information to obtain my Credit Information Report and Credit Score from Experian Credit Information Services Pvt.Ltd. ("Experian") for the purpose of risk assessment and credit underwriting and not for any other purpose.

You hereby agree and acknowledge that AuroraX has been authorized by the Partner Merchant and/or third party banks or financial institutions, as the case may be, to collect the Transaction Amount, on behalf of the Partner Merchant and/or third party banks or financial institutions, as the case may be and you shall be liable to pay to AuroraX the Transaction Amount. In this regard, you hereby agree and acknowledge that upon authentication and completion of transactions, AuroraX shall raise a statement on the BharatX User pertaining to the transactions undertaken by the BharatX User through BharatX Services ('Statement Amount') specifying details pertaining to the timelines and manner in which the Statement Amount is required to be repaid by the BharatX User ('Statement') to AuroraX by e-mail/SMS/any other medium as identified by AuroraX from time to time. You, however, hereby agree, acknowledge and confirm that AuroraX shall not be liable under any circumstances whatsoever in relation to non-delivery and/or delay in receipt of the Statement whether by e-mail/SMS/any other medium as may be identified by AuroraX, due to default / non-delivery / delay at the end of the third party(s) telecom service provider(s) and/or other service provider(s).

It is hereby clarified that all products or services made available to a BharatX User through the Partner Merchant website are provided on an 'as is' and 'as available' basis, without any representations and warranties, express or implied by AuroraX. AuroraX does not make any representations pertaining to the information, content, products/services included on or delivery of the products/services or otherwise made available to a BharatX User through the Partner Merchant and only acts as an intermediary between the Partner Merchant and the BharatX User. You hereby further agree, acknowledge and confirm that AuroraX is not responsible in any way for the product/services purchased by you from the Partner Merchant and it is explicitly agreed by you that AuroraX will not in any way, under any circumstances whatsoever, be responsible or liable for products/services purchased by you from the Partner Merchant and/or in relation to any issue and/or dispute thereof. You hereby further agree, acknowledge and confirm that under the aforesaid circumstances your only recourse will be against the Partner Merchant and/or the Financial Institution and AuroraX will not be made a party to any such issue and/or dispute between yourself and the Partner Merchant/ Financial Institution as the case may be.

AuroraX shall have the right to not process a transaction through the BharatX Services, if AuroraX in its sole discretion determines that a transaction undertaken by a BharatX User is not authorised by such BharatX User or the transaction is not genuine or suspicious.

You hereby consent and agree to comply with guidelines, instructions, requests, etc., as maybe made by AuroraX or a Partner Merchant or third party banks or financial institutions, as the case may be or a payment system provider from time to time, in relation to the BharatX Services.

You hereby acknowledge and agree that AuroraX shall not be liable for failure of any transaction undertaken on the Partner Merchant platform for any reason whatsoever including but not limited to non-performance or omission or commission on the part of the Partner Merchant, deficiency of service and/or products delivered, technical errors on the Partner Merchant platform. You further acknowledge that AuroraX shall not be responsible, in any manner whatsoever, for any loss incurred by you for a failed / incomplete transaction undertaken by you using BharatX Services.

## Payment

The BharatX User hereby undertakes and agrees to pay the Statement Amount as per the timelines specified in the Statement issued by AuroraX, in accordance with these T&C. The BharatX User hereby undertakes and agrees to pay the Statement Amount within the timelines specified by AuroraX.

The BharatX User shall have the option to pay the Statement Amount through the payment methods specified by AuroraX. You hereby further agree to not use any payment method other

than the payment methods prescribed and permitted by AuroraX for the purpose of paying the Statement Amount and/or any other amounts due and outstanding to AuroraX.

The BharatX User hereby acknowledges and agrees that the due date specified in the Statement for payment of the Statement Amount is the date by which Statement Amount should be credited to AuroraX's account. You hereby agree and acknowledge that you shall be solely liable for any delay caused in payment of the Statement Amount, due to the time taken for settlement and clearing of the Statement Amount from the account of the BharatX User to the AuroraX account.

AuroraX shall issue reminders to the BharatX User post issuance of the Statement in relation to the Statement Amount due and payable by such BharatX User. In the event the BharatX User fails to make the payments within the timelines specified in Statement, the BharatX User shall be issued a written reminder within three days post the due date. In the event you fail to make the payments within the period specified in such written reminder, AuroraX shall send you final intimation in writing informing you regarding the amounts so due and the steps AuroraX shall take to realise the same from you on behalf of the Partner Merchant ('Final Payment Reminder').

In this regard, you hereby agree and acknowledge that in the event the Statement Amount is not credited to AuroraX's account by the payment date specified in the Statement, AuroraX shall have the right to impose of penalty of upto 18 % per day of the Statement Amount for each day till such Statement Amount is credited to AuroraX's account. You hereby undertake that you will not raise any objections against any imposition of penalty. AuroraX may at its sole discretion waive such penalty imposed on the BharatX User.

You hereby consent and agree that AuroraX, acting on behalf of the Partner Merchant and/or the third party bank or financial institution, shall realise or set-off the Statement Amount from you by any 1 (One) of the following methods – Setting off the amounts due against any amounts lying in your BharatX Account; and/or By charging / debiting any other payment instrument (like a designated credit card account or a designated debit card account), held under your name; and/or By debiting your bank account in which Transaction amount was credited; and/or Engaging any person(s), at your sole risk and cost, to collect the amounts due from you. In this regard, you hereby agree to undertake all necessary actions, as maybe requested by AuroraX and provide your consent for any deductions to be made in accordance with this Clause.

You hereby acknowledge and agree that AuroraX may share any and/or all the information provided by you to AuroraX to any service provider, financial institution and/or Governmental instrumentality for the purpose of providing the BharatX Services, including but not limited to realise the amounts due and payable to AuroraX by you/a BharatX User in relation to the BharatX Services. Similarly AuroraX also reserves the right to pull information from any service provider, financial institution and/or Governmental agency for the purposes of offering services. Further, AuroraX may share any and/or all the information provided by you to AuroraX to any

third party including any agency or bureau in relation to your default payment status and default in meeting your obligations in the manner contemplated in these T&C.

In the event a BharatX User fails to pay the Statement Amount, AuroraX shall have the right to suspend the BharatX Account of such BharatX User and notify the Partner Merchant and third part banks/ financial institutions, as the case may be, regarding the suspension of the BharatX Account of such BharatX User and take any other legal recourse against you.

## Submission of Personal Information

You agree that the personal information such as name, address, contact number, KYC details, etc. ('Personal Information') you provide to AuroraX upon registration and at the time of availing the BharatX Services and at all other times will be true, accurate, current and complete. You agree to maintain and update the Personal Information and to keep the Personal Information true, accurate and complete.

If you provide any Personal Information that is untrue, inaccurate, not current or complete, AuroraX has the right to suspend or terminate your BharatX Account created on the BharatX website and refuse any and/or all use, either present or future, of the services of AuroraX, including BharatX Services, or any portion thereof. It is hereby clarified that AuroraX shall not be liable in any manner whatsoever for any loss or damage incurred by a BharatX User or any dispute initiated by or against a BharatX User, due any untrue, inaccurate, not current or incomplete Personal Information provided by such BharatX User.

You hereby agree that the Personal Information provided by you to AuroraX at the time of registration on the BharatX website shall be collected, stored, analysed and used by AuroraX for the purpose of providing you efficient access to the Site, BharatX Services, and other features, products and services offered by AuroraX. You hereby agree, acknowledge and grant your consent to AuroraX to further use and share the Personal Information and other personal details, as may have been disclosed by the BharatX User to the Partner Merchants and third party service providers engaged by AuroraX and you hereby confirm that you have no objection to receive promotional offers, deals, marketing material, promotional material and any other form of communications from AuroraX and/or the Partner Merchant in such form as may be determined by AuroraX in its sole discretion, including electronic communications. You hereby agree, acknowledge and accept the BharatX Privacy Policy and that your Personal Information will be handled by AuroraX in accordance with the BharatX Privacy Policy. In case of any discrepancy between the terms of this T&C and the BharatX Privacy Policy pertaining to handling, processing, using, sharing, disclosing, etc. of your Personal Information, the terms of the Privacy Policy shall prevail.



You further agree that such Personal Information may be displayed, automatically or otherwise, upon logging into your BharatX Account and/or initiating any transaction on the Partner Merchant website. Please note that your information, including Personal Information and information required to service your BharatX Account, is readily available on the BharatX website and only viewable by you by logging on to the BharatX website.

It may be noted that AuroraX handles all such information including Personal Information in accordance with the provisions of the applicable law as may be applicable from time to time and only for the duration lawfully required, thereunder.

You hereby specifically agree that you shall, at all times, comply with the requirements of the Information Technology Act, 2000 as also rules, regulations, guidelines, byelaws and notifications made thereunder.

You hereby authorise AuroraX to request for additional information/documentation, at any time, in order to verify that the information provided by you is accurate and complete. In order to allow your continued and uninterrupted use of the BharatX Services, AuroraX shall request from time to time, for additional information/documentation from you, in order to be in conformity with know your customer (KYC) requirements as per applicable laws. You agree to provide AuroraX with such additional information/documentation, as is required by AuroraX at any time, to verify the accuracy and completeness of the information provided by you and its conformity with the said KYC requirements.

You hereby appoint AURORAX PRIVATE LIMITED and its partners as your authorized agents/representatives for the collection of my Credit Information Report. You hereby give your free consent and authorize AURORAX PRIVATE LIMITED and its partners by providing your personal information to obtain your Credit Information Report and Credit Score from Experian Credit Information Services Pvt. Ltd. ("Experian) for the purpose of risk assessment and credit underwriting and not for any other purpose.

## Cancellations and Refunds

In the event of cancellation or refunds in relation to a transaction undertaken by BharatX User using BharatX Services, such BharatX User will continue to be liable for paying the Statement Amount to AuroraX within the timelines specified by AuroraX.

You hereby undertake and agree to pay the Statement Amount, within the timelines specified, irrespective of cancellation/refund of a transaction. AuroraX hereby undertakes and agrees, that in the event of a cancellation/refund request being made by a BharatX User in accordance with the terms of the Partner Merchant website, the refunded transaction amount (less cancellation charges, if any) ('Refund Amount') shall be credited to the BharatX Account of such BharatX

User, within the timelines agreed with the Partner Merchants and subject to availability of funds of the Partner Merchant.

You hereby acknowledge and agree that the Refund Amount can only be utilized by the BharatX User to make payments to AuroraX in the future against the use of the BharatX Services from time to time. It is hereby clarified that the BharatX User shall not have the right to transfer or withdraw the Refund Amount or use the Refund Amount in relation to any other services rendered by AuroraX. You hereby agree, acknowledge and confirm that the Refund Amount may be credited to a designated bank account or a designated credit card account or any other designated financial account (other than your BharatX Account), solely at the discretion of AuroraX.

The BharatX User acknowledges that AuroraX's liability with respect to the BharatX Services shall be limited and shall be as per these T&C. AuroraX reserves the right, in its sole discretion and without assigning any reason, to exclude certain BharatX Users from availing the BharatX Services in the future.

The BharatX User agrees and confirms that the sole and exclusive responsibility and obligation of AuroraX is to ensure that the BharatX Services are being provided in compliance of all applicable laws, rules and regulations.

## Limitation of Liability

The BharatX User acknowledges that the BharatX Website and the BharatX Services are being provided on a 'as is' basis and may be interrupted while browsing, transacting, using or uploading information on the Partner Merchant website and / BharatX Website. The BharatX Users further agree that AuroraX reserves the right to suspend the BharatX Services, forthwith without assigning any reason whatsoever, at the sole discretion of AuroraX.

The BharatX User agrees that, if it does not agree to the applicability of any of the T&C and the Policies contained herein or other Policies on the BharatX website, then the only remedy a BharatX User shall have will be to not use the BharatX Services and discontinue using its BharatX Account. However, till such time that the BharatX User uses the BharatX website and avails the BharatX Services it shall be deemed that the BharatX User agrees to and shall continue to adhere and abide by the T&C and the Policies.

The BharatX User agrees and confirms that the BharatX Services are being provided by AuroraX on a best efforts basis with all efforts to keep these valid and subsisting. AuroraX shall not in any manner be liable to a BharatX User for failure or delay in providing the BharatX Services.

You assume the entire risk of using the BharatX website and the BharatX Services. To the maximum extent permitted by applicable law, in no event shall AuroraX be liable to you for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages of loss of goods or services, loss of business profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use of, or inability to use or access of the BharatX website and the BharatX Services or for any security breach or any virus, bug, unauthorised intervention, defect, or technical malfunctioning of the website, whether or not foreseeable and whether or not AuroraX has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out, of or in connection with, your use of, or access to, the BharatX website and the BharatX Services. Further, AuroraX shall not be liable to you for any temporary disablement, permanent discontinuance of the services by AuroraX or for any consequences resulting from such actions.

## Termination

AuroraX may forthwith terminate and/or suspend, in whole or in part, these T&C, the Policies, Site and/or the BharatX Services provided hereunder, for any reason including for reasons of breach of these T&C and/or any of the Policies on the BharatX website. Your sole right to terminate these T&C and the Policies is by deleting your BharatX Account. In the event of termination of these T&C by AuroraX or the BharatX User, the BharatX User shall be liable to pay the amounts due to AuroraX under the terms of this T&C, as per the Statement raised by AuroraX till the date of such termination.

## Jurisdiction

The courts at Chennai shall have exclusive jurisdiction over any disputes relating to the subject matter herein.

## Notices

All notices, requests, demands, waivers, complaints, queries and other communications required or permitted to be given hereunder in relation to the BharatX Services under these T&C, shall be emailed at [support@bharatx.tech](mailto:support@bharatx.tech), if to AuroraX and if to BharatX User, it shall be to the address registered with AuroraX. Any other notices, requests, demands, waivers, complaints, queries and other communications arising out of any Partner Merchant's acts or omissions whatsoever, including but not limited to deficiency of service, quality, merchantability

of products or services, shall be resolved between the BharatX User and the Partner Merchant only and AuroraX shall have no responsibility or liability whatsoever in this regard.

## Intellectual Property

The BharatX User acknowledges that AuroraX is the sole and rightful owner of the Intellectual Property and the BharatX User agrees not to register, use or file in its own name or in the name of any other person or company any trademarks same or similar or resembling in any manner the Intellectual Property and not to associate the Intellectual Property with its own business, except for the purpose as specified in these T&C. In this regard 'Intellectual Property' shall mean any and all property in any name, signature, word, letter, numeral or any combination thereof, software, Trademark, brand name, service mark, trade name, design, logo, know-how, trade secrets whether registered or not, belonging to AuroraX.

Nothing contained herein shall authorize a BharatX User to use, display or exploit the Intellectual Property rights of AuroraX without the prior written consent of AuroraX and all content on the BharatX website and BharatX Services is the copyright of AuroraX except for third party content and any link to third party websites.

The information provided on the BharatX website is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use. AuroraX does not represent or endorse the accuracy or reliability of any information, or advertisements contained on, distributed through, or linked, downloaded or accessed from any of the BharatX Services contained on BharatX website, or the quality of any products, information or other materials displayed, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the BharatX Services provided through the online technology platform.

## Specified Terms of Use of BharatX Services for Purchasing Insurance Products

BharatX Users shall be eligible to use BharatX Services to purchase monthly renewable insurance policies sold by insurance companies, which have entered into arrangements with Partner Merchants to sell such insurance policies through Partner Merchant websites ('Insurance Product').

In order to facilitate the purchase of such Insurance Product by BharatX Users, AuroraX has entered into arrangements with non-banking financial institution (NBFC) which shall provide BharatX Users with credit facilities to enable the purchase of such Insurance Product available on the Partner Merchant website by BharatX Users through use of BharatX Services.

You hereby agree and acknowledge that in order to purchase the Insurance Product, you will be required to select the Insurance Product on the Partner Merchant website and upon selecting the Insurance Product, you may be required to submit a request application form and upload your 'know your customer' documents such as Aadhaar card and/or PAN card on the Partner Merchant website.

On submission of the request application form along with the 'know your customer' documents, you will be directed to the website of the insurance company selling the selected Insurance Product and you shall have the option to purchase the Insurance Product using the BharatX Services.

You hereby agree and acknowledge that in order to purchase the selected Insurance Product, you will be required to sign, execute all such necessary documents including auto-debit authorization form as may be required by the insurance company to issue the Insurance Product to you, for debit of the amounts payable to the insurance company from your BharatX Account.

It is hereby clarified that the selected Insurance Product will be issued to you only on receipt of approval from the NBFC upon successful physical verification of your 'know your customer' documents.

You hereby agree and acknowledge that in the event you are not approved by the NBFC due to insufficient 'know your customer' documents provided by you, the transaction initiated by you shall be reversed to your BharatX Account and you will not be able to purchase the Insurance Product using BharatX Services.

You hereby agree and acknowledge that in relation to the insurance premium payable by you, your BharatX Account shall be funded by the NBFC on a monthly basis and such credits shall be added to your BharatX Account.

You hereby agree and acknowledge that you shall at all times make payments upon receipt of the Statement in accordance with the timelines specified by AuroraX in order to ensure that AuroraX can auto-debit the amount, on behalf of the insurance company, in relation to the Insurance Product from your BharatX Account in accordance with these T&C. In the event, the credits equivalent to the monthly premium amount are not available in your BharatX Account on the date of auto-debit, the Insurance Product purchased by you shall not be renewed.

You hereby agree and acknowledge that in the event any terms specified in these T&C are found to be contrary to the terms specified in this Clause 12, the terms detailed in Clause 12 shall override the other terms specified in these T&C in relation to purchase of Insurance Products by you.

# General Terms

These T&C and/or Policies may be varied, amended or modified, in whole or in part, by AuroraX at any time without notice to the BharatX Users.

These T&C constitute a principal-to-principal relationship between AuroraX and the BharatX Users and do not attempt to create any agency relationship. The BharatX Services are being rendered by AuroraX as an independent entity and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between AuroraX and the BharatX Users hereto or any affiliates or subsidiaries thereof or to provide either AuroraX or the BharatX User with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party, i.e. either AuroraX or the BharatX User.

AuroraX may assign, in whole or in part, the benefits or obligations of these T&C to its associates or affiliates of other group company, or any other company, in circumstances including but not limited to pursuant to a restructuring or re-organization or demerger of its organization or operations causing a change in management or something of the nature. AuroraX shall not require approval or consent of the BharatX User, it can at its discretion provide an intimation of such assignment to the BharatX Users. However, the BharatX User shall not assign, in whole or in part, the benefits or obligations of these T&C, without the prior written permission of AuroraX.

AuroraX shall not be liable for its failure to perform under these T&C as a result of occurrence of any force majeure events like acts of God, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments, change in laws, rules and regulations, affecting the performance of AuroraX, payment gateways or Partner Merchant.

Unless otherwise expressly stated, failure to exercise or delay in exercising a right or remedy, hereunder shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy, hereunder shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

The terms and provisions of these T&C, by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive termination.

If any provision, hereunder becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any court/tribunal of competent jurisdiction holds any of the provisions, hereunder unlawful or otherwise ineffective, the

remainder shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

The BharatX User warrants that it shall not directly or indirectly solicit for employment, nor offer employment to, nor enter into any contract of services with any person employed by AuroraX.

By clicking on the tab/button/ checkbox of 'BharatX' option or any other button/checkbox/confirmation of similar nature, or by the virtue of usage of Site and BharatX services or continued usage thereof, (i) you confirm that you are eligible under applicable law to contract (ii) you consent to conduct transactions, accept the T&C and Policies as displayed on the BharatX website (iii) you consent to receive communications, notices and information from us physically/ electronically, whether sent by e-mail or other electronic means. Electronic communications shall be deemed to have been received by you when we send the electronic communication to the email address / mobile number / details provided by you during the sign-up process as per our records, or when we post the electronic communication on the AuroraX website. You may opt-out of the electronic communications by unsubscribing to the electronic communications.

It is agreed and clarified that the arrangement set out by these T&C between AuroraX and the BharatX Users is on a non-exclusive basis.