



Terms and Conditions

1. Introduction

- a. These Terms and Conditions govern the use of services provided by Belong Technologies Private Limited ("Belong", "Company", "we," "us," or "our"), incorporated under the laws of India and registered under the Companies Act, 2013, to its clients ("Client," "you," or "your") in relation to tech services, including but not limited to app development, backend development, data analytics services and customer identity verification services.
- b. By using our services, you agree to these Terms and Conditions. If you do not agree with any part of these Terms and Conditions, you may not use our services.

2. Services

- a. Belong is a technology service provider. Services may include app development, backend development, data analytics, and other related services as agreed upon between Belong and the Client.
- b. The scope and details of the services will be outlined in a separate agreement or statement of work (SOW) between Belong and the Client.

3. Fees and Payment

- a. The fees for services provided by Belong will be outlined in the agreement or SOW. Fees are payable in the currency and manner specified in the agreement or SOW.
- b. Payment terms will be specified in the agreement or SOW. Failure to make payment in accordance with the specified terms may result in suspension or termination of services.

4. Confidentiality

- a. Belong and the Client agree to keep confidential all information shared between them that is not publicly available.
- b. This confidentiality obligation extends to all employees, agents, and contractors of both Belong and the Client.

5. Intellectual Property and Communication policy

- a. All intellectual property rights, including but not limited to copyrights, trademarks, and patents, related to the services provided by Belong shall remain with Belong.
- b. You acknowledge and agree that Belong owns all rights, title and interest in and to the Services and the Website, including any intellectual property rights which subsist in the Services (whether registered or not) and the website. You further acknowledge that the Services may contain information which is designated confidential by Belong and that you shall not disclose such information without Belong's prior written consent.
- c. Belong grants the Client a non-exclusive, non-transferable license to use any deliverables or software provided as part of the services, solely for the Client's internal business purposes. This licence does not confer any right to download, copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right



in the Services. You do not have the right to use any of Belong's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the Services. You will not copy or transmit any of the Services. You shall not use this Website or its contents for any commercial purpose or make any speculative, false, or fraudulent transaction.

- d. You specifically understand and agree that by using the Website you authorise Belong, its affiliates, partners and third parties to contact you for any follow up calls in relation to the Services provided through the Website and for offering or inviting your interest in availing any other product or service offered by Belong or such third parties. You agree and consent to receive communications relating to all of the above on your phone/mobile number provided by you on the Website and expressly waive any registration or preference made under DND/NCPR list under the applicable TRAI regulations.

6. Indemnity

- a. You agree to indemnify and hold Belong (and its officers, directors, agents and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this Terms, your violation of any law or the rights of a third party, or your use of the Website, any dispute or litigation caused by your actions or omissions, your negligence and fraud committed by you.
- b. Notwithstanding anything to the contrary, Belong (including its officers, directors, employees, representatives, affiliates, group companies and providers) will not be responsible or liable for (a) any injury, death, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with (i) any failure or delay (including without limitation the use of or inability to use any component of the Website including the Products and Services), or (ii) any use of the Website or content, or (iii) the performance or non-performance by us or any provider, even if we have been advised of the possibility of damages to such parties or any other party, or (b) any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Website or your downloading of any content from the Website. The Website may provide links to other third-party websites. However, since Belong has no control over such third-party websites, you acknowledge and agree that Belong is not responsible for the availability of such third-party websites and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such third- party websites. .

IN NO EVENT SHALL THE BELONG TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE TERMS & CONDITIONS EXCEED THE NET FEES BELONG HAS ACTUALLY RECEIVED AND



RETAINED FROM YOUR VALID TRANSACTIONS DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

- c. The Website and all content and Services including the Products provided on the Website are provided on an **"as is"** and **"as available"** basis. Belong expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. Belong makes no warranty, and expressly disclaims any obligation, that:
 - i. the content will be up- to-date, complete, comprehensive, accurate or applicable to your circumstances;
 - ii. The Website will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis;
 - iii. the results that may be obtained from the use of the Website or any Services offered through the Website will be accurate or reliable; or
 - iv. the quality of any products, services, information, or other material obtained by you through the Website will meet your expectations.
- d. Any content aimed for providing general awareness does not constitute an investment advice or endorsement or solicitation by Belong. These contents and/or information are derived from publicly available sources and Belong cannot verify or confirm the genuineness, authenticity or veracity of such information.
- e. While availing any of the payment method/s available on the Website, Belong will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:
 - i. Lack of authorization for any transaction/s, or
 - ii. Any payment issues arising out of the transaction, or
 - iii. Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a you;
 - iv. Decline of transaction for any other reason(s)
- f. Notwithstanding anything contained herein, the Website reserves the right to conduct additional verification for security or other reasons if it is not satisfied with the creditability of you/your transaction.
- g. Use of the payment facilities provided by the Website shall not render the Website liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the products or services listed on the Website. The Website shall not be responsible for any damages, interests or claims arising from not processing a transaction.
- h. You hereby agree to provide accurate information, such as credit/debit information for purchasing any Service or product on or through the Website. You further warrant that you shall not use payment information or instrument that is not lawfully owned by you. In addition to these terms of use, the terms and conditions of the bank or other financial institution shall also be applicable to every user. The Website disclaims any liability arising out of declining of payment by such bank or financial institution.



- i. In addition to the above, all the disclaimers specified under the Terms and Conditions of specific products shall be deemed to made applicable to this Terms and Conditions and shall be considered as part and parcel of this Terms and Conditions.

7. Limitation of Liability

- a. Belong shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the services provided, including but not limited to lost profits, lost data, or business interruption.

8. Breach of Agreement

- a. In the event of a material breach of these Terms and Conditions by either party, the non-breaching party may terminate the agreement upon written notice to the breaching party if the breach is not cured within 60 days of such notice.
- b. For the purposes of this Agreement, a "material breach" shall include, but is not limited to, the failure to make payment in accordance with the agreed-upon terms, the unauthorized disclosure of confidential information, or any breach that significantly affects the ability of either party to perform its obligations under this Agreement.

9. Modification and Amendment

- a. Company reserves the right to make changes to the Website, related policies and agreements, this Terms and Conditions and the Privacy Policy at any time as it deems fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the Services and ancillary services, company re-organization, market practice or Client requirements. Upon any change, Company will notify the updated Terms on the Website or other means. Your continued use of the Services and ancillary services constitutes acceptance of the changes and an agreement to be bound by Terms, as amended. If you do not agree to the changes, you may please discontinue your use of the Services and ancillary Services.
- b. Company reserves the right to discontinue or suspend, temporarily or permanently, the Services including ancillary services, by giving reasonable time period notice, on a best effort basis, unless it is merely to change certain features/contents of the Services and/or Website or maintain the security and integrity of the Services. You agree that Company will not be liable to you in any manner whatsoever for any modification or discontinuance of the Services.
- c. You agree not to use the Services and ancillary services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of other.

10. Governing Law and Jurisdiction

- a. Any issues and disputes arising out of these Terms and Conditions & other policies including any other disputes involving you and the company shall be governed by and construed in accordance with the laws of India. You agree that any legal action or proceedings arising out of the above may be brought exclusively in the competent courts having jurisdiction in Bangalore



(Karnataka), India and irrevocably submit themselves to the jurisdiction of such courts. You understand that We may need to share information that you provided on the Website in order to satisfy applicable law, regulation, legal process or an enforceable governmental request.

11. Force Majeure

- a. If performance of Services/Website by Belong is prevented, restricted, delayed or interfered with by reason of and including, but not limited to, labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, malware, trojan or other disruptive mechanisms, pandemic, epidemic, any event of hacking or illegal usage of the Website, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Belong and could not have been prevented by reasonable precautions, then Belong shall be excused and discharged from such performance to the extent of and during the period of such force majeure event, and such non-performance shall, in no manner whatsoever, amount to a breach by Belong of its obligations herein or incur any legal liability on Belong.

12. Severability, Survival, Headings, and Entire Agreement

- a. If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.
- b. The provisions of Sections 4 (Confidentiality), 5 (Intellectual Property), 6 (Indemnity), 7 (Limitation of Liability), 8 (Breach of Agreement) any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.
- c. The heading references herein are for convenience purposes only and they do not constitute a part of these T&Cs and will not be deemed to limit or affect any of the provisions hereof.
- d. This Agreement is the entire agreement between You and Belong relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by Belong in accordance with the terms of this Agreement.
- e. These Terms and Conditions constitute the entire agreement between Belong and the Client with respect to the services provided and supersede all prior agreements and understandings, whether oral or written.