

## **TERMS OF USE**

### **1. Introduction**

Simply Vyapar Apps Pvt. Ltd., a company registered under the Companies Act, 2013 (hereinafter referred to as “Company”) having its registered office at through its Mobile Application and Website called “Vyaparapp” and “www.vyaparapp.in” (hereinafter referred to as “Vyapar”) inter alia provides a platform to facilitate and enable users to apply for and obtain Goods and Service Tax Registration on the authority’s website and pursuant thereto the, get the Goods and Service Tax Identification Number (GSTIN) (“Purpose”).

These Terms of Use set out the binding terms and conditions for use by a user which could be a sole proprietorship, a limited liability partnership or a private limited company (“User”) of the Vyapar platform and the related Products and Services as defined herein below.

These Terms of Use shall be deemed to be an electronic record laying down the mutually acceptable terms for use of Vyapar platform and/or Products and Services by the User. Being an electronic record generated by or through a computer system, it does not require any physical or digital signatures.

These Terms of Use may be modified by the Company from time to time. In order to use the Vyapar platform, the User must accept the Terms of Use and open an Account by providing the requisite details.

### **Acceptance of Terms of Use**

- i. Vyapar platform along with the other products, features, services, technologies, software etc. that are being offered by the Company (hereinafter referred to as “Products and Services”) are licensed, not sold (hereinafter together referred to as “the License”) to the User for use only under the present Terms of Use.

This License is being provided by the Company on a mere right to use basis. The terms Vyapar and the Company are used interchangeably in the Terms since Vyapar is a platform owned and run by the Company.

By clicking “Join Now”, “Sign Up”, “Get Started”, “Sign In”, “Login”, registering, accessing or using the Vyapar platform, the User agrees to enter into a legally binding contract and be bound by the present Terms of Use. If the User does not agree to any of the Terms of Use, the User should not click “Join Now” (or similar) and should not access or otherwise use the Vyapar platform or the Product and Services. If the User wishes to terminate this agreement at any time, it can be done by closing the user account and no longer accessing or using the Vyapar platform or Products and Services.

Even otherwise, when the User uses the Vyapar platform or the Products and Services, the User agrees to all of these Terms of Use. The use of the Vyapar platform or Products and Services is also subject to the Company’s other policies including but not limited to Privacy Policy which covers how the Company collects, uses, shares and stores personal information of users.

The User acknowledges that the User has read these Terms of Use, the other Policies including but not limited to Privacy Policy and agree to all its terms and conditions.

- ii. The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to the User. It is the User's sole responsibility to review these Terms and the policies periodically for updates or changes. The Users continued use of the Vyapar platform or the Products and Services following the posting of changes to the Terms of Use and policies shall be deemed to mean that the User accepts and agrees to the revisions.
- iii. The Company reserves the right to terminate the User Account/this agreement and/or refuse to provide the User with access to the Vyapar platform or Products and Services if it is brought to the Company's notice or if it is discovered that the User is not eligible to use the Vyapar platform or the Product and Services, without any refund of any Government Fees and Facilitation Fees, if any paid.

## 2. Opening an Account

- i. In order to use the Vyapar platform and Product and Services, an account will be required to be created on the User's behalf by an authorized representative ("Account"). As part of the Account opening process, the said authorized representative will have to provide a mobile number, email address and a password which is to be used for logging into the Account in

the future. The User hereby agrees and undertakes that the User will not transfer or share the Account details and password with anyone.

- ii. The confidentiality of the username and password is to be maintained by the User as its sole responsibility and in case of any misuse or unauthorised access of the Account the User shall be solely liable for the same. Further, in case of any such misuse or unauthorized access it would be the User's responsibility to immediately inform and notify the Company.

### 3. User eligibility and the conditions of use

The User explicitly agrees, represents and warrants that the User:

- i. is duly constituted under the applicable laws and has all applicable registrations and compliances under the applicable laws for the Purpose.
- ii. the authorized representative is duly authorized on behalf of the User to do all acts and deeds as required for the Purpose from time to time.
- iii. can enter into legally binding contracts, the authorized representative of the User is not "incompetent to contract" under the Indian Contract Act, 1872 and has the capacity to enter into the present on behalf of the User.
- iv. shall not give access to User's account to others or transfer account to anyone else.
- v. Account has not previously been disabled by the Company for violations of its terms or policies
- vi. will provide content or information that does not violate the law nor anyone's rights;

- vii. is not prohibited from using the Vyapar platform or the Products and Service under applicable laws or orders/directions/judgments of courts.
- viii. shall not do anything that is unlawful, misleading, discriminatory or fraudulent.
- ix. shall not harass, stalk, threaten, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- x. shall not collect or track the personal information of other Users.
- xi. shall not upload viruses or malicious code, or do anything that could disable, overburden or impair the proper working or appearance of Vyapar platform or interfere with or circumvent the security features of the Vyapar platform or the Products and Services or any related mobile application, other mobile applications, or the Internet.
- xii. shall not access or collect data from the Vyapar platform using automated means or attempt to access data for which there is no permission to access.
- xiii. shall not breach these Terms or any other Terms and policies that apply to use of Vyapar platform.
- xiv. agree, undertake and covenant that, during the use of the Vyapar platform, the User or the authorized representative of the User shall not use, host, display, upload, modify, amend, publish, transmit, update or share any information or content that:
  - belongs to another person or entity and in relation to which the User does not have any right.
  - is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another person's privacy,

hateful or racially or ethnically objectionable, or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever.

- is misleading or false in any way.
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
- infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, e-mail address, physical address, phone number, photographs) or rights of publicity.
- provides instructional information about illegal activities such as violating someone's privacy, or providing or creating computer viruses and malware such as spyware, worms, trojans, etc.
- tries to gain unauthorized access or exceeds the scope of authorized access to the Vyapar platform or to profiles, account information of other Users etc., or other areas of the Vyapar platform or solicits passwords or personally identifiable information for commercial or unlawful purposes from other users of the Vyapar platform.
- engages in commercial or business activities including but not limited to activities for gain, contests, sweepstakes, barter, advertising etc.
- interferes with another user's use of the Vyapar platform.
- Induces reference to any website or URL that, in the Company's sole discretion, contains material or content that is inappropriate, unlawful,

prohibited, competitive to the business of the Vyapar platform or violates the letter or spirit of these Terms of Use.

- deceives or misleads the other Users about the origin of such messages or communicates any information or content which is grossly offensive, unlawful, unauthorized or menacing in nature.
- contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data or personal information.
- harms minors in any way;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting to any other nation.
- is a misuse or unauthorized use of the Vyapar platform or is a use prohibited by law or is unlawful.
- Is false, incorrect, incomplete, untrue or wrong.

#### 4. Scope of License

This License granted to the User for the Vyapar platform is limited to a non-transferable license to use the Vyapar platform and/or the Products and Services. As long as the User complies with these Terms of Use and other policies including but not limited to Privacy Policy, the Company grants the

User a personal, non-exclusive, non-transferable, limited privilege to access and use the Vyapar platform and Product and Services.

The User shall not rent, lease, lend, sell, redistribute or sublicense the Vyapar platform for any purpose including but not limited to any business or commercial use. The User shall not copy (except as expressly permitted by this License and any usage rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Vyapar platform and/or Products and Services, any updates or any part thereof. The terms of this License will govern any upgrades provided that replace and/or supplement the original Vyapar platform and/or Products and Services, unless such upgrade is accompanied by a separate license in which case the present Terms of Use and the terms of the license for that upgrade will govern.

#### 5. Information and Documents provided by the User

- i. The Vyapar platform, for the Purpose shall require the User to post, upload and use certain content, data or information belonging to the User including but not limited to name, email id, residential address, mobile/phone number, scanned copy of the PAN card in the name of the User, government identity proof of the User, address proof such as ownership/lease/rental documents relating to the User, photographs etc., Aadhar Card and the related details, partnership/limited liability partnership deed in case of partnership/limited liability partnership firms, certificate of incorporation in case of companies, and the bank



account details/statement etc. (collectively referred to as "User Content").

- ii. The User having uploaded the User Content, is solely responsible for the User Content that is upload, publish, transmit or otherwise made available on the Vyapar platform for the Purpose or even otherwise. The User or the authorized representative represents that the User or the authorized representative, as the case may be, has all consents and authorizations in order to post or upload any User Content. The Users hereby understands and hereby agrees that all User Content made available on the Vyapar platform is the User's sole responsibility and shall be at the User's sole risks and consequences. Accordingly, the User and not the Company is solely responsible for all the User Content that is uploaded posted, emailed, transmitted or otherwise made available on the Vyapar platform for the Purpose.
- iii. The User represents and warrants that the User owns or otherwise controls all of the rights to the User Content that is uploaded or otherwise provided on or through the Vyapar platform and that (i) the User Content is accurate, true and lawful; (ii) use of the User Content that is uploaded does not breach these Terms of Use.
- iv. In case later, upon scrutiny is found by the Goods and Services Tax authority that any User Content was not valid/fake, the entire responsibility/liability relating thereto would be that of the User. Further, upon such an event occurring and the Goods and Service Tax registration or GSTIN having been granted, is cancelled, the Company

shall have no responsibility whatsoever and the User shall be solely liable/responsible relating thereto.

- v. Notwithstanding this, the Company reserves the right in, its sole discretion to review the activity and status of each account and User Content and block access to the User based on such review, screen communications and regulate the same by deleting unwarranted communications, remove or delete any User Content which violates or breaches the present Terms of Use, without prior notice to the User.
- vi. The Company reserves the absolute right but does not have the obligation to verify the authenticity of any User Content. The Company may call upon the User to provide documentary or any other form of evidence etc. supporting the veracity or authenticity of User Content. If the User fails to comply with the request of the Company within a reasonable time, it shall be deemed to be a breach of these Terms of Use and the Company may take suitable action including but not limited to termination of this agreement, forfeiture of the Government Fees and the Facilitation Fees, if any paid etc.

#### 6. Specific permissions and consent to use of User Content given by the User

The User agrees that the Company may collect, share, display, post and use including but not limited to technical data and related information, User Content etc. and accordingly grant the Company:

- i. Permission to use the User Content that is created by the User including but not limited to for using it to enable facilitation of achievement of the Purpose.
- ii. A worldwide, transferable, sub-licensable, irrevocable and unconditional right, license and consent to the Company to use, store copy and share information and User Content that the User provides on or through Vyapar platform or Products and Services without any further consent, notice and/or compensation to the User or others.
- iii. Consent to the receipt of communication from the Company by way of, including but not limited to SMS, e-mails, through Whats App and newsletters. This consent and permission shall supersede and prevail over any preferences set or registration done with the Do Not Disturb (DND Register)/ National Customer Preference Register (NCPR).
- iv. Consent to use and gather technical information about the User's or its authorized representative's device, system and application software and peripherals, One time passwords etc. to facilitate the provision of software updates, product support, other services, technology and improve Products and Services related to the Vyapar platform or Products and Services.
- v. Consent to receive sponsored content and show ads that the Company thinks will be relevant to the User. The Company may use personal data and/or User Content of the Users to help determine which ads to show to the User.

## 7. Intellectual Property Rights

These Terms of Use do not transfer to the User any Intellectual Property Rights and other proprietary information of its owners and its licensors including but not limited to copyright, trademarks, service marks, graphics and logos used in or in connection with the Vyapar platform or the Products and Services. The said Intellectual Property Rights are owned by the Company and all rights, titles, and interests in and to such property will remain solely with the Company. The User's use of the Vyapar platform or Products and Services grants the User no right or license to reproduce or otherwise use any of the Company's Intellectual Property Rights. The User cannot copy, post, distribute, or reproduce in any way any copyrighted material, trademarks or other proprietary information of the Company, other Users, third parties etc.

#### 8. Payment of government fees, other related charges and facilitation fees

- i. The requisite fees and charges including but not limited to government fees, any fees or charges levied by the Goods and Services Tax authorities etc. (herein referred to as "Government Fees") shall be payable by the User in advance to the Company. The details of the Government Fees shall be informed to the User from time to time.
- ii. In addition to the Government Fees, the User shall also be required to pay to the Company the facilitation fees for facilitating the Purpose (hereinafter referred to as "Facilitation Fee").

The Company reserves the right to change, modify, curtail or expand the Facilitation Fees at any time.

The User can also find the specific details relating to the payable Government Fees and the Facilitation Fees by visiting “My Account” and the Vyapar platform.

The Government Fees and the Facilitation Fees are not refundable and the amount shall accordingly stand appropriated immediately upon payment. Any exceptional refund of the Government Fees and the Facilitation Fees, if any will be at the sole discretion of the Company. It is reiterated that the Company gives no guarantees of server uptime or the Vyapar platform or the Products and Services working properly without any glitch.

#### 9. Links to Third Party Applications or Websites

Vyapar platform may contain links and interactive functionality interacting with the websites or applications of third parties including but not limited to payment gateways etc. for making payments for Government Fees and the Facilitation Fees, links to advertisements etc.

The Company is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such third party website or application. Before enabling any sharing functions to communicate with any such website or application, otherwise visiting any such website or application or providing any information including but not limited to personal information, credit card/bank account details etc., it is recommended that the User reviews and understands the terms and conditions, privacy policies, settings and information-sharing functions of each

such third-party website or application. The Company shall not liable or responsible for any such interactions that the User may have with any such third party websites, applications or links etc.

10. Processing of the request of the User relating to the Purpose

- i. Upon receipt of the User Content on the Vyapar platform, the Company shall assist and facilitate the User by doing various activities on behalf of the user on the website of the Goods and Service Tax authority.
- ii. The User, shall in the right earnest and immediately provide any documents, inputs or information required by the Company for facilitation of applying for the Good and Service Tax registration of the User. Any failure to provide the said documents, inputs or information, within the timelines specified by the Company could result in rejection of the request for Good and Service Tax registration Goods and Service Tax authority.
- iii. The Company would get in touch with the User for obtaining the One Time Password that is generated on website of the Goods and Service Tax authority for the registration process and assist in completion of the process on behalf of the User.
- iv. The payment of the Government Fees and the Facilitation Fees would be ensured by the User.
- v. It is understood and agreed by the User that the acceptance or rejection of the application for Good and Service Tax registration is solely in the discretion of the Goods and Service Tax authority and the Company has no role or control over the same. Any rejection of the application or

documents by the Goods and Service Tax authority due to, including but not limited to invalid, incorrect, unclear, insufficient User Content, documents or inputs relating to the User, shall be to the sole account of the User and the Company shall have no liability or responsibility relating thereto.

#### 11. Disclaimer of warranties and liabilities

- i. It is explicitly and unequivocally agreed by the User that the Company is only a facilitator for the Purpose and does not guarantee that the User shall get the Goods and Services tax registration or the GSTIN. The issuance or otherwise of Goods and Services tax registration or the GSTIN is solely in the discretion of the Goods and Services tax authority and the Company has no control or role relating thereto
- ii. The Company would, on best effort basis, attempt to ensure availability of any content including but not limited to User Content residing in the Vyapar platform or Products and Services. However, in no event shall the Company be held liable or responsible for loss of any such content including but not limited to User Content. It is the User's sole responsibility to maintain appropriate backup of User Content.
- iii. The Vyapar platform and Products and Services are provided on "as is" and "as available" basis, with all faults and without warranty of any kind.

The Company hereby disclaims all warranties and conditions with respect to the Vyapar platform and Products and Services, either express or implied including, but not limited to the implied warranties and/or

conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment and non-infringement of third party rights. The Company does not warrant against interference with the User's enjoyment of the Vyapar platform and Products and Services, that the functions contained in, or services performed or provided by the Vyapar platform or Products and Services will meet the User's requirements, that the operation of the Vyapar platform or Products and Services will be safe, without delays, disruption or imperfections, uninterrupted or error-free, or that defects in the Vyapar platform or Products and Services will be corrected by the Company. The Company is not liable under any circumstances for damages arising out of or related in any way to User's inability to access, or the User's difficulty in accessing the Vyapar platform, any hacking attacks, malware infection, bugs, viruses, trojans, or the like, which may be transmitted to or through the Vyapar platform by any third party (even though all efforts will be made to secure the Vyapar platform); any loss of User data or User Content and User's failure to keep User's password or Account details secure and confidential

No oral or written information or advice given by the Company or its authorized representative shall create a warranty.

- iv. The Company shall have no responsibility for any damage to the User or its authorized representative's mobile handset or computer system or loss of data that results from the download of any content, materials, document or information



By using the Vyapar platform or Products and Services, the User may encounter content or information that might be inaccurate, incomplete, delayed, misleading, etc.

- v. The User should not provide or share any financial information (such as credit card details, bank account details, related passwords) and the Company shall not be liable for any losses, damages etc. caused to the User in this regard.

## 12. Limitation of liability

To the extent not prohibited by law, in no event shall the Company be liable for personal injury or any exemplary, incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, information, content including User Content, personal loss, business interruption or any other commercial damages or losses, arising out of or related to User's use or inability to use the Vyapar platform or Products and Services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if the Company has been advised of the possibility of such damages. Notwithstanding anything contained herein, in no event shall the Company's total liability to the User for all and any damages, losses, claims etc. exceed the Facilitation Fees paid by the User to the Company for use of the Vyapar platform or Products and Services.

## 13. Indemnification

The User agrees to indemnify and hold the Company and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees incurred in connection with or arising from User's breach of any of the Terms of Use or other policies including but not limited to the Privacy Policy and any third-party allegations, any claims, actions, disputes or demands asserted by any of them as a result of or relating to User's use of the Vyapar platform and Products and Services or breach of any of the present Terms of Use.

The User, by posting, uploading or sharing User Content on the Vyapar platform, agrees to hold the Company indemnified and harmless any legal proceedings, civil or criminal and against any losses, damages, claims, fines, penalties etc. which may be brought against or levied on the Company in relation to any matter arising out to or relating to User Content including but not limited to submission of false, incorrect or fake documents and User Content.

#### 14. Termination

The agreement is effective until terminated by the User or the Company. The User can terminate this agreement at any time by closing the user account and no longer accessing or using the Vyapar platform or Products and Services.

The Users rights under this agreement will terminate without notice if the User fails to comply with or breach any of the Terms of Use or any other policies including but not limited to Privacy Policy.

The Company even otherwise reserves the right to suspend or terminate this agreement or any User's Account and/or refuse to provide such User with access to the Vyapar platform if it is discovered that such user is not eligible to use the Vyapar platform or has breached any terms of the present Terms of Use or any other applicable Policy including but not limited to Privacy Policy.

Upon termination of the **License**, the User shall cease all use of the Vyapar platform and Products and Services and destroy all copies, full or partial, of the Vyapar platform. In case of any termination by either User or the Company, the User will not be entitled to any refund of any Facilitation Fees, if any, paid by the User.

The User understands and agrees that upon deletion of the User Account, the details or User Content may not be retrievable.

#### 15. Dispute resolution

The formation and interpretation of these Terms of Use and any disputes arising in relation thereto shall be governed by the laws of India. Courts at Bengaluru, Karnataka India shall have exclusive jurisdiction in or in relation to any matter arising under the present Terms of Use or connected policies including but not limited to the Privacy Policy.

#### 16. Changes and amendments

The Company reserves the right to modify this Terms of Use or policies including but not limited to Privacy Policy relating to the Vyapar platform or Products and Services at any time, effective upon posting of an updated

version of this Terms of Use or the said policies, as the case may be, in the Vyapar platform. Upon doing so, the revised updated date shall be reflected at the bottom of the page containing the Terms of Use or the said policies. Continued use of the Vyapar platform or Products and Service after any such changes shall constitute User's consent to such changes to the Terms of Use or said policies.

#### 17. Miscellaneous provisions

- i. If any portion of these Terms of Use is found to be unenforceable, the remaining portion will remain in full force and effect. If the Company fails to enforce any of these Terms of Use, it will not be considered a waiver.
- ii. The User will not be entitled to transfer any of his rights or obligations under these Terms to anyone else without the Company's consent. These Terms do not confer any third-party beneficiary rights. All of the Company's rights and obligations under these Terms are freely assignable by or in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.

#### Grievance Redressal Mechanism

In accordance with the Information Technology Act, 2000 and Rules made thereunder, the contact details for raising grievances, if any are provided below:

Address: 150/2 Enzyme Diamond, 2&3rd floor, 7th Cross 24th  
Main Sector 1 HSR Layout, Bangalore 560102.

Contact Number: 9513273931

E-mail: [grievance@vyaparapp.in](mailto:grievance@vyaparapp.in)