

Bitoodle Website and SSO-ID Terms & Conditions

Use of the Bitoodle Platform/Bitoodle Services

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the Bitoodle website located at bitoodle.com, and all associated sites linked to bitoodle.com, or the Bitoodle mobile application or any similar platform (hereinafter collectively, the Bitoodle **Platform**, having its registered office at E-1070 Rajendra Nagar, Bareilly 243122 and branch office at 176 Suman Vihar, opposite Faiz Hospital, Bareilly-243122 and/or any of its affiliates on any device and/or before availing any services offered by Bitoodle on the Bitoodle Platform which may include services such as recharge or bill payment, digital products, closed wallet service and marketplace service or any other service that may be offered by Bitoodle on the Bitoodle Platform (hereinafter individually, and collectively, the Bitoodle **Services**). For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all Bitoodle Services.

Acceptance

By registering on, accessing, browsing, downloading or using the Bitoodle Platform for any general purpose or for the specific purpose of availing any Bitoodle Service, you agree to be bound by the single-sign-on ID (hereinafter **SSOID**) terms and conditions set forth below as well as by the service-specific terms and conditions applicable to each Bitoodle Service (hereinafter collectively, the **T&Cs**). These T&Cs shall also include any additional or modified terms and conditions in relation to the SSOID or any additional or modified service-specific terms and conditions in relation to any Bitoodle Service or any future service that may be offered by Bitoodle on the Bitoodle Platform. By registering on, accessing, browsing, downloading or using (as applicable) the Bitoodle Platform or availing any Bitoodle Service or the SSOID, you automatically and immediately agree to all the T&Cs. If at any time you do not accept or agree with any of the T&Cs or do not wish to be bound by the T&Cs, you may not access, browse or use the Bitoodle Platform and immediately terminate your availing the Bitoodle Services. Accepting or agreeing to the T&Cs will constitute a legal contract (hereinafter **Agreement**) between you, being at least 18 years of age and an individual user of the Bitoodle Platform or a customer or beneficiary of the Bitoodle Services, and Bitoodle. All services are rendered by Bitoodle through the Bitoodle Platform under the brand name "Bitoodle" (or any derivatives or variations thereof). Consequently, all the rights, benefits, liabilities and obligations under the T&Cs shall, as the case may be, accrue to the benefit of, or incurred by, Bitoodle, regarding your use of Bitoodle's digital services (which includes but may not be limited to prepaid recharge, bill payment, booking movie tickets, bus tickets, hotel rooms or flight tickets), the semi closed wallet service, the marketplace service or any such other services which may be added on the Bitoodle Platform and which will henceforth be a Bitoodle Service, from time to time. The Bitoodle Services shall be used by you subject to your adherence with the T&Cs. As long as you accept and comply with these T&Cs, Bitoodle grants you a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the Bitoodle Platform and/or avail the Bitoodle Services.

Eligibility

The Bitoodle Services are not available to persons under the age of 18 or to anyone previously suspended or removed by Bitoodle from availing the Bitoodle Services or accessing the Bitoodle Platform. By accepting the T&Cs or by otherwise using the Bitoodle Services on the Bitoodle Platform, you represent that you are at least 18 years of age and have not been previously suspended or removed by Bitoodle, or disqualified for any other reason, from availing the Bitoodle Services or using the Bitoodle Platform. In addition, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all the T&Cs as part of this Agreement. Finally, you shall not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or affiliation with any person or entity. Finally, in the event of any violation of the T&Cs, Bitoodle reserves the right to suspend or permanently prevent you from availing Bitoodle Services or using the Bitoodle Platform.

Other Terms and Conditions

Additional terms and conditions may apply in order for you to avail specific Bitoodle Services and to specific portions or features of the Bitoodle Platform, including contests, promotions or other similar features, all of which terms are made a part of these T&Cs by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these T&Cs and the terms posted for or applicable to a specific portion of the Bitoodle Platform or for

any Bitoodle Service offered on or through the Bitoodle Platform, the latter terms shall control with respect to your use of that portion of the Bitoodle Platform or the specific Bitoodle Service.

Bitoodle may make changes to any Bitoodle Services offered on the Bitoodle Platform, or to the applicable terms for any such Bitoodle Services, at any time, without notice. The materials on the Bitoodle Platform with respect to the Bitoodle Services may be out of date, and Bitoodle makes no commitment to update the materials on the Bitoodle Platform with respect to such Bitoodle Services.

SSOID Service, Participating Platforms

Bitoodle's SSOID service offers you the convenience, after a one-time registration any Bitoodle Platform, to sign on (log in) to all web pages and online platforms operated by Bitoodle or its affiliates (hereinafter the Participating Platforms) with single log-in access / data, without going through a separate registration process every time. After successfully registering for the SSOID Service, the user can log-in via each Participating Platform with his SSOID access credentials. Moreover, if already logged in to one of the Participating Platforms, the user can immediately use all other Participating Platforms without additional log-in procedures (subject to the respective Participating Platform requiring further declarations).

The Participating Platforms that offer the SSOID as a login feature are visible on registration and in the user account. The number of Participating Platforms may also vary in the course of time.

With regard to the contractual relationships of the users with the respective Participating Platforms, for the purposes of which Bitoodle's SSOID service is or can be used in accordance with these T&Cs, these can alternatively have their own commercial and user terms and conditions. These business or user terms and conditions are available on the respective Participating Platforms. For the respective contents of the Participating Platforms, the respective affiliate of Bitoodle is solely responsible only for those content that it actually operates. For the SSOID service, these T&Cs apply exclusively, whereas for the use of the Participating Platforms, their business and user terms and conditions apply along with these T&Cs.

For the use of Bitoodle's SSOID service, the user must register. Registration as a user is only allowed if the user meets the eligibility criteria as set out in these T&Cs. Each user can set up only one user account. The user is obliged to provide correct and complete information during the registration and use of the SSOID service.

The login data is intended solely for personal use by the user and therefore always to be kept secret and safe. The user is not entitled to share his login details with third parties to use the SSOID service or to disclose them otherwise. The user is obliged to inform Bitoodle immediately on becoming aware of and/or suspecting a case of any unauthorized use, disclosure and/or misuse of their access data or of their user account. Furthermore, the user is obliged not to use the user account of another person.

Submission of the duly completed registration form by the user simply provides invitation to us to make an offer to enter into the agreement on the use of our SSOID service (hereinafter the SSOID Agreement). Our offer for the conclusion of the SSOID Agreement is then effected by the fact that Bitoodle sends the user a confirmation by e mail, in which a confirmation link is included next to the user name and the password for the SSOID Service. By the user clicking on this confirmation link, the user accepts Bitoodle's offer, so that in this way the SSOID Agreement enters into force. Conclusion of the SSOID Agreement may, also be effected through other communication modes and following such processes which help achieve the same purpose as the aforementioned e-mail confirmation process.

Bitoodle is entitled to reject individual users without giving reasons.

The user guarantees that the data submitted for their user account (and any other information that is otherwise left for Bitoodle) are in all respects complete, true, accurate and not misleading. Any changes to user's data should be promptly updated correctly in its account.

Communication Policy

By accepting the T&Cs, you accept the following:

- Bitoodle may send alerts to the mobile phone number provided by you while registering with the Bitoodle Platform for the SSOID service or on any updated mobile number subsequently provided by you on the Bitoodle Platform, or via e-mail or push notifications. The alerts will be received in case of SMS, only if the mobile phone is in 'On' mode to receive the SMS, in case of e-mail, only if the e-mail servers and e-mail ids are functional, and in case of push notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in 'Off' mode or if the e-mail servers or ids are not functional or if the push-notifications feature has been turned off, then you may not get the alert at all or get delayed messages.
- Bitoodle will make best efforts to provide alerts via SMS/e-mail/push notifications and it shall be deemed that you shall have received the information sent from Bitoodle as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the Bitoodle Platform or availing any Bitoodle Services. Bitoodle shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold Bitoodle liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.
- The SMS/e-mail alert/push notification service provided by Bitoodle is an additional facility provided for your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that you observe any error in the information provided in the alert, Bitoodle shall be immediately informed about the same by you and Bitoodle will make best possible efforts to rectify the error as early as possible. You shall not hold Bitoodle liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by you on account of the SMS/e-mail alert/push notification facility.
- The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depend on many factors including the infrastructure and connectivity of the service provider. Bitoodle shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
- You will indemnify and hold harmless Bitoodle and the SMS/e-mail service provider including its officials from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever including legal charges and attorney's fees which Bitoodle or the SMS/e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by you or improper or fraudulent information provided by you; (ii) incorrect number or a number that belongs to an unrelated third party provided by you; and/or (iii) the customer receiving any message relating to the reservation number, travel itinerary information, booking confirmation, modification to a ticket, cancellation of ticket, change in bus schedule, delay, and/or rescheduling from Bitoodle and/or the SMS/e-mail service provider.
- You will receive information via SMS, e mail and phone call regarding what Bitoodle perceives to be of your interest based on your usage history and browsing history. This includes providing information relating to offers, discounts and general information by Bitoodle. In case you do not want such information, you have to explicitly ask to be excluded.

Use of Bitoodle Platform

You understand that except for information, products or services clearly indicated as being supplied by Bitoodle, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that Bitoodle cannot and does not guarantee or warrant that files available for download through the Bitoodle Platform will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy your particular requirements of Internet security and for accuracy of data input and output.

Prohibited Conduct

By accessing or using the Bitoodle Platform or by availing Bitoodle Services, you agree not to:

- violate the T&Cs;
- impersonate any person or entity, falsely claim or otherwise misrepresent your affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Bitoodle Services, perform any other similar fraudulent activity or otherwise avail Bitoodle Services with what we reasonably believe to be potentially fraudulent funds;
- infringe our or any third party's intellectual property rights, rights of publicity or privacy;
- use the Bitoodle Services if you are under the age of 18 years without a parental sponsor or, in any event, use the Bitoodle Services if you are under the age of 13 years old even with a parental sponsor and in accordance with applicable law;
- post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;
- post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;
- refuse to cooperate in an investigation or provide confirmation of your identity or any other information provide by you to Bitoodle;
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Bitoodle Services and the Bitoodle Platform or features that enforce limitations on the use of the Bitoodle Services or the Bitoodle Platform;
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of as regards Bitoodle Services or Bitoodle Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law;
- use the Bitoodle Services or the Bitoodle Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the Bitoodle Services or the Bitoodle Platform in an automated manner;
- modify, adapt, translate or create derivative works based upon the Bitoodle Services and the Bitoodle Platform or any part thereof, except and only to the extent that that this is permissible by applicable law;
- intentionally interfere with or damage operation of the Bitoodle Services or the Bitoodle Platform or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;
- use any robot, spider, other automatic device, or manual process to monitor or copy the Bitoodle Platform without prior written permission;
- interfere or disrupt the Bitoodle Platform or networks connected to the Bitoodle Platform;
- take any action that imposes an unreasonably or disproportionately large load on Bitoodle's infrastructure/network;
- use any device, software or routine to bypass the Bitoodle Platform's robot exclusion headers, or interfere or attempt to interfere, with the Bitoodle Services;
- forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Bitoodle Platform or to manipulate your presence on the Bitoodle Platform;
- sell the Bitoodle Services, information, or software associated with or derived from it;
- use the facilities and capabilities of the Bitoodle Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;
- breach this Agreement, the SSOID Agreement or any other agreement or policy as may be applicable pursuant to the T&Cs;
- provide false, inaccurate or misleading information;
- use the Bitoodle Platform to collect or obtain personal information, including without limitation, financial information, about other users of the Bitoodle Platform, except and only as expressly provided in the T&Cs;
- avail Bitoodle Services with what Bitoodle reasonably believes to be potentially fraudulent funds;
- use the Bitoodle Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to Bitoodle, a third party or you;
- use the Bitoodle Services in a manner that Bitoodle or any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules;
- take any action that may cause Bitoodle to lose any of the Bitoodle Services from its service providers or lose any of its recharge partners or business partners, including mobile operators or telecom companies, payment processors or other suppliers;
- send automated request of any kind to the Bitoodle Platform without express permission in advance from Bitoodle.

Termination; Agreement Violations

You agree that Bitoodle, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate your account (or any part thereof) or your use of the Bitoodle Services/Bitoodle Platform and remove and discard on the Bitoodle Platform all or any part of your account, your user profile, or your recipient profile, including your SSOID, at any time. Bitoodle may also in its sole discretion and at any time discontinue providing access to the Bitoodle Services, or any part thereof, with or without notice. You agree that any termination of your access to the Bitoodle Services/Bitoodle Platform or any account you may have or portion thereof may be effected without prior notice, and you agree that Bitoodle will not be liable to you or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Bitoodle may have at law or in equity. Upon termination for any reason, you agree to immediately stop using the Bitoodle Services/Bitoodle Platform.

Limitation of Liability and Damages

In no event, Bitoodle or its contractors, agents, licensors, partners or suppliers will be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement; (ii) the SSOID Agreement; (iii) the Bitoodle Services, the Bitoodle Platform or any reference site/app/platform/service; or (iv) your use or inability to use the Bitoodle Services, the Bitoodle Platform (including any and all materials) or any reference sites/app/platform/service, even if Bitoodle or a Bitoodle authorized representative has been advised of the possibility of such damages. In no event, Bitoodle or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers will be liable to you for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement; (ii) the SSOID Agreement; (iii) the Bitoodle Services, the Bitoodle Platform or any reference site/app/platform/service; or (iv) your use or inability to use the Bitoodle services, the Bitoodle Platform (including any and all materials) or any reference sites/app/platform/service; or (v) any other interactions with Bitoodle, however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess of the amount paid by you, if any, for using the portion of the Bitoodle Service or the Bitoodle Platform giving rise to the cause of action, or beyond or in excess Rs, 1,000, whichever is less. You acknowledge and agree that Bitoodle has offered its products and services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between you and Bitoodle, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between you and Bitoodle. Bitoodle would not be able to provide the services to you on an economically reasonable basis without these limitations. Applicable law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to you subject to applicable law. In such cases, Bitoodle's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement.

Indemnification

You agree to indemnify, save, and hold Bitoodle, its affiliates, contractors, employees, officers, directors, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) your use or misuse of the Bitoodle Services or of the Bitoodle Platform; (ii) any violation by you of this Agreement or the SSOID Agreement; or (iii) any breach of the representations, warranties, and covenants made by you herein. Bitoodle reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Bitoodle, including rights to settle, and you agree to cooperate with Bitoodle's defense and settlement of these claims. Bitoodle will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Disclaimer; No Warranties

To the fullest extent permissible pursuant to applicable law, Bitoodle and its third-party partners, licensors and suppliers disclaim all warranties or guarantees - whether statutory, express or implied - including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. No

advice or information, whether oral or written, obtained by you from Bitoodle or through the Bitoodle Services or the Bitoodle Platform will create any warranty or guarantee other than those expressly stated herein. For the purposes of this Disclaimer, you expressly acknowledge that as used in this section, the term "Bitoodle" includes Bitoodle's officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliates. You acknowledge that Bitoodle is a reseller of mobile recharges and is not liable for any third party (telecom companies, mobile operators or suppliers) obligations due to rates, quality and all other instances, whether to any such telecom companies' subscribers or otherwise. You expressly agree that use of the Bitoodle Services on the Bitoodle Platform is at your sole risk. It is your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the Internet generally. Bitoodle does not warrant that the Bitoodle Services will be uninterrupted or error-free or that defects in the site will be corrected. The Bitoodle Services and the Bitoodle Platform and any data, information, third party software, reference sites, services, or software made available in conjunction with or through the services and the site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied. Bitoodle, and its third party suppliers, licensors, and partners do not warrant that the data, Bitoodle software, functions, or any other information offered on or through the Bitoodle Services/Bitoodle Platform or any reference sites/platforms/apps/services will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. Bitoodle and its third party suppliers, licensors, and partners do not warrant or make any representations regarding the use or the results of the use of the Bitoodle Services/Bitoodle Platform or any reference sites/platforms/apps/services in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the Bitoodle Services/Bitoodle Platform or any reference sites/platforms/apps/services at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system and mobile device or any other equipment) or loss of data that results from the download or use of such material or data. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. This paragraph shall survive termination of this Agreement. In no event will Bitoodle be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the Bitoodle Platform.

Ownership; Proprietary Rights

The Bitoodle Services and the Bitoodle Platform are owned and operated by Bitoodle and/or third party licensors. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the Bitoodle Services and the Bitoodle Platform provided by Bitoodle (hereafter **Materials**) are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and Bitoodle, all Materials, trademarks, service marks, and trade names contained on the Bitoodle Platform are the property of Bitoodle and/or third party licensors or suppliers. You agree not to remove, obscure, or alter Bitoodle or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Bitoodle Services/Bitoodle Platform. Except as expressly authorized by Bitoodle, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Bitoodle reserves all rights not expressly granted in this Agreement. If you have comments regarding the Bitoodle Services and/or the Bitoodle Platform or ideas on how to improve it, please contact customer service. Please note that by doing so, you hereby irrevocably assign to Bitoodle, and shall assign to Bitoodle, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Modification of this Agreement

Bitoodle reserves the right to change, modify, add, or remove portions of this Agreement (each, a **change** and collectively, **changes**) at any time by posting notification on the Bitoodle Platform or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to your use of the Bitoodle Platform, availing the Bitoodle Services or for payment transactions initiated after the posting date. If you do not agree with any such change, your sole and exclusive remedy is to terminate your use of the Bitoodle Services/Bitoodle Platform. For certain changes, Bitoodle may be required under applicable law to give you advance notice, and Bitoodle will comply with such requirements. Your continued use of the Bitoodle Platform following the posting of changes will mean that you accept and agree to the changes.

Notice

Bitoodle may provide you with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the Bitoodle Platform or by any other reasonable means. Except as otherwise set forth herein, notice to Bitoodle must be sent by courier or registered mail to Bitoodle Online Services Private Limited., E-1070 Rajendra Nagar, Bareilly, Uttar Pradesh 243122, India.

Waiver

The failure of Bitoodle to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Bitoodle.

Dispute Resolution

If any dispute, controversy or claim arises under this Agreement or in relation to any Bitoodle Service or the Bitoodle Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter **Dispute**), the parties shall use all reasonable endeavours to resolve such Dispute amicably.

If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Bitoodle may elect to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter **Act**). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be Bareilly and the language of this arbitration shall be English. Either you or Bitoodle may seek any interim or preliminary relief from a court of competent jurisdiction in Bareilly necessary to protect the rights or the property belonging to you or Bareilly (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor Bitoodle may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between you and Bitoodle. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

Governing Law and Forum for Disputes

Subject to the Dispute Resolution section above, you agree that any claim or dispute you may have against Bitoodle must be resolved by a court having jurisdiction in Bareilly, India. You agree to submit to the personal jurisdiction of the courts located within Bareilly, India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

Severability

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.

Assignment; Restrictions on Information Sharing; Privacy

This Agreement, and any rights granted hereunder, may not be transferred or assigned by you without Bitoodle's prior written consent which may be withheld in Bitoodle's sole discretion, but this Agreement, and any rights granted hereunder, may be assigned by Bitoodle freely (including to its affiliates) and without any restriction. Any assignment attempted to be made by you in violation of this provision shall be void and of no effect.

By accepting this Agreement and the T&Cs hereunder, you agree to be vendors of Bitoodle. In addition, by accepting this Agreement and the T&Cs hereunder, you expressly and impliedly provide your free and unconditional consent for the following: (a) for transferring Bitoodle's rights and obligations under this Agreement and the T&Cs in

favour of any affiliate or third party; (b) for using the Bitoodle Platform and availing the Bitoodle Services by you subject to any specific terms and conditions imposed by any affiliate of Bitoodle; (c) for receiving communications, notices and information (d) for sharing of business information (including data analytics and any information relating to you or the services being availed by you, insofar as such sharing of business information is necessary or required for the following limited purposes: (i) provision of better services to Bitoodle's customers (including you); (ii) provision of better services by Bitoodle's vendors; (iii) for ensuring compliance with the applicable law or legally compelled disclosures by Bitoodle or by any affiliate of Bitoodle; or (iv) for preventing fraud and money laundering and for enhancement of risk mitigation systems and processes in relation to the activities of Bitoodle or any affiliate.

Personal information will only be shared by Bitoodle to provide or improve Bitoodle's products, services and advertising, and will always be shared in compliance with applicable laws; it will not be shared with non-affiliated third parties for their marketing purposes.

Bitoodle, amongst others, shares information with companies (including with its affiliates) who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in Bitoodle's products and services, offering any products or services from any Bitoodle Platform, and conducting customer research or satisfaction surveys. Any such sharing will be in compliance with applicable law and these companies are obligated to protect your personal information under applicable law.

It may be necessary - by law, legal process, litigation, and/or requests from public and governmental authorities - for Bitoodle to disclose your personal information. Bitoodle may also disclose information about you if Bitoodle determines that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

Bitoodle may also disclose information about you if Bitoodle determines that disclosure is reasonably necessary to enforce the T&Cs or protect Bitoodle's operations or users. Additionally, in the event of a reorganization, transfer, merger, or sale of all or any portion of Bitoodle's business or products or services offered through any Bitoodle Platform to any persons (including any affiliates), Bitoodle may transfer any and all personal information that Bitoodle collects to the relevant transferee or enter into contractual agreements to share such information with such transferees, and transfer any contractual rights or benefits to such transferees.

For the purposes of these T&Cs, the term "affiliates" means and includes: (a) any company which is the holding company (as defined in the Companies Act, 2013), subsidiary company (as defined in the Companies Act, 2013) (b) any company, who is an associate company (as defined in the Companies Act, 2013) of the first company, or if more than 50% of the share capital of such company (calculated on a fully diluted basis) is held by the same shareholders who own more than 50% of the share capital of Bitoodle Online Services Private Limited (calculated on a fully diluted basis)..

For the purpose of this definition of an "affiliate", "control" together with its grammatical variations when used with respect to any person (including Bitoodle), means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the voting securities, by contract or otherwise howsoever; and a "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.

Bitoodle's privacy policy applies to use of the Bitoodle Platform, and its terms are made a part of these T&Cs by this reference. Additionally, by using the Bitoodle Platform, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Bitoodle Platform may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Survival

Upon termination of this 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.

Headings

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.

Entire Agreement

This Agreement is the entire agreement between you and Bitoodle relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by Bitoodle in accordance with the terms of this Agreement.

Bill Payments and Digital Products Terms & Conditions

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the Bitoodle website located at bitoodle.com, and all associated sites linked to bitoodle.com, or the Bitoodle mobile application or any similar platform (hereinafter collectively, the Bitoodle **Platform**) on any device and/or before availing any travel, recharge or bill payment or digital products related services offered by Bitoodle on the Bitoodle Platform (hereinafter, individually Bitoodle **Digital Service** and collectively, the Bitoodle **Digital Services**).

Eligibility

The Bitoodle Digital Services are not available to persons under the age of 18 or to anyone previously suspended or removed by Bitoodle from availing the Bitoodle Digital Services or accessing the Bitoodle Platform. By accepting the T&Cs or by otherwise using the Bitoodle Digital Services on the Bitoodle Platform, you represent that you are at least 18 years of age and have not been previously suspended or removed by Bitoodle, or disqualified for any other reason, from availing the Bitoodle Bill Payment and Digital Goods Services or using the Bitoodle Platform. In addition, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all the T&Cs as part of this Agreement. Finally, you shall not impersonate any person or entity, or falsely state or otherwise misrepresent your identity, age or affiliation with any person or entity. Finally, in the event of any violation of the T&Cs, Bitoodle reserves the right to suspend or permanently prevent you from availing Bitoodle Digital Services or using the Bitoodle Platform.

Digital Services

Bitoodle facilitates the payment of certain bills through the Bitoodle Platform with respect to certain services offered by Bitoodle business partners who have partnered with Bitoodle to enable their bills to be paid through the Bitoodle Platform. Please see the relevant links on the Bitoodle Platform for more information on Bitoodle's bill payment service. Further, Bitoodle also offers certain digital products which facilitate the purchase of prepaid recharges for mobile, DTH, toll and data card etc. Other digital products available on the Bitoodle Platform also include coupon redemption services. The terms and conditions in relation to bill payments and digital products are set out below. The terms and conditions in relation to bill payments and digital products set out below are applicable to and binding on you in conjunction with the SSOID terms and conditions already accepted by you. Each SSOID term or condition is applicable to and binding on you, or any of your activities on the Bitoodle Platform, even if such term or condition is not specifically reproduced herein below. The terms 'Agreement' or 'T&Cs' mentioned herein below includes the terms and conditions in relation to bill payments and digital products set out below and the SSOID terms and conditions as well as other service-specific terms and conditions in relation to Bitoodle Services or Bitoodle Platform.

Coupon Redemption

In addition to the T&Cs, coupon redemption is subject to standard and specified terms and conditions mentioned by respective retailers. Coupons are issued on behalf of respective retailers. Hence, any damages, injuries, losses incurred by the you as a result of using the coupon is not the responsibility of Bitoodle, and each of their directors, officers, employees, and agents. Total cashback for a user cannot be more than 50% of his payments or Rs 10,000, whichever is higher. This term supersedes any offer related to any other Bitoodle Service.

1. **Dispute Resolutions:** If any dispute, controversy or claim arises under this Agreement or in relation to any Bitoodle Service or the Bitoodle Platform, including any question regarding the existence, validity or termination of this Agreement or these T&Cs or these Marketplace Terms (hereinafter **Dispute**), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Bitoodle may elect to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 2015 (hereinafter **Act**). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be New Delhi and the language of this arbitration shall be English. Either you or Bitoodle may seek any interim or preliminary relief from a court of competent jurisdiction in Bareilly (U.P) necessary to protect the rights or the property belonging to you or Bitoodle (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor Bitoodle may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between you and Bitoodle. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement, the T&Cs or the Marketplace Terms.
2. **Jurisdiction:** Subject to the Dispute Resolution section above, you agree that any claim or dispute you may have against Bitoodle must be resolved by a court having jurisdiction in Bareilly (U.P), India. You agree to submit to the personal jurisdiction of the courts located within Bareilly (U.P), India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.
3. **Grievance Office:** If you are not satisfied with Bitoodle service, please write to the following address: Grievance Officer, E-1070 Rajendra Nagar Bareilly, (U.P), India

By accepting this Agreement and the T&Cs hereunder, you agree to be customers of Bitoodle. In addition, by accepting this Agreement and the T&Cs hereunder, you expressly and impliedly provide your free and unconditional consent for the following: (a) for transferring Bitoodle's rights and obligations under this Agreement and the T&Cs in favour of any affiliate or third party; (b) for using the Bitoodle Platform and availing the Bitoodle Services by you subject to any specific terms and conditions imposed by any affiliate of Bitoodle; (c) for receiving communications, notices and information (d) for sharing of business information (including data analytics and any information relating to you or the services being availed by you) between Bitoodle and any affiliate, insofar as such sharing of business information is necessary or required for the following limited purposes: (i) provision of better services to Bitoodle's customers (including you); (ii) provision of better services by Bitoodle's vendors; (iii) to prevent any breach of a binding agreement between Bitoodle and any affiliate, or to give effect to any such agreement; (iv) for ensuring compliance with the applicable law or legally compelled disclosures by Bitoodle or by any affiliate of Bitoodle; or (v) for preventing fraud and money laundering and for enhancement of risk mitigation systems and processes in relation to the activities of Bitoodle or any affiliate; or (vi) Bitoodle retaining any and all information relating to you till such time as may be required under applicable laws or internal policies.

At times Bitoodle or its affiliates may make certain personal information available to affiliates and strategic partners that work with Bitoodle to provide products and services, or that help Bitoodle market to customers. Personal information will only be shared by Bitoodle to provide or improve Bitoodle's products, services and advertising and will always be shared in compliance with applicable laws; it will not be shared with non-affiliated third parties for their marketing purposes.

Bitoodle, amongst others, shares information with companies (including with its affiliates) who provide services such as information processing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in Bitoodle's products and services, offering any products or services from any Bitoodle Platform, and conducting customer research or satisfaction surveys. Any such sharing will be in compliance with applicable law and these companies are obligated to protect your personal information under applicable law.

It may be necessary - by law, legal process, litigation, and/or requests from public and governmental authorities - for Bitoodle to disclose your personal information. Bitoodle may also disclose information about you if Bitoodle determines that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

Bitoodle may also disclose information about you if Bitoodle determines that disclosure is reasonably necessary to enforce the T&Cs or protect Bitoodle's operations or users. Additionally, in the event of a reorganization, transfer, merger, or sale of all or any portion of Bitoodle's business or products or services offered through any Bitoodle Platform to any persons (including any affiliates), Bitoodle may transfer any and all personal information that Bitoodle collects to the relevant transferee or enter into contractual agreements to share such information with such transferees, and transfer any contractual rights or benefits to such transferees.

For the purpose of this definition of an "affiliate", "control" together with its grammatical variations when used with respect to any person (including Bitoodle), means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the voting securities, by contract or otherwise howsoever; and a "person" means a company, corporation, a partnership, trust or any other entity or organisation or other body whatsoever.

Bitoodle's privacy policy applies to use of the Bitoodle Platform, and its terms are made a part of these T&Cs by this reference. Additionally, by using them Bitoodle Platform, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Bitoodle Platform may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

Dispute Resolution

If any dispute, controversy or claim arises under this Agreement or in relation to any Bitoodle Service or the Bitoodle Platform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter **Dispute**), the parties shall use all reasonable endeavours to resolve such Dispute amicably.

If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, Bitoodle may elect to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 2015 (hereinafter **Act**). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be Bareilly and the language of this arbitration shall be English. Either you or Bitoodle may seek any interim or preliminary relief from a court of competent jurisdiction in Bareilly necessary to protect the rights or the property belonging to you or Bitoodle (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither you nor Bitoodle may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between you and Bitoodle. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

Governing Law and Forum for Disputes

Subject to the Dispute Resolution section above, you agree that any claim or dispute you may have against Bitoodle must be resolved by a court having jurisdiction in Bareilly (U.P), India. You agree to submit to the personal jurisdiction of the courts located within Bareilly (U.P), India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement.

1. Masters to be updated on periodic (monthly) basis between Bitoodle and Seller.
2. Weekly / fortnightly forecast to be raised by Bitoodle sourcing team. (DOH to be basis of consideration as well for the calculation)

Sales And Payment

1. Bitoodle to share the Seller Panel where sales, inventory, dispatched orders and payment details are visible on real time basis.
2. We follow D+ 7-10 for payments where D is dispatched. Any order dispatched on 1st gets paid on/before the 7-10th working day.

3. Payment will be made via NEFT & RTGS basis to the bank details provided.