

- **1 GENERAL**

These terms and conditions shall govern the accessing and availing by You (*defined hereinafter*) the Services (*defined hereinafter*) as detailed below when You as an end user approach us or our retailers for the same. By accessing and using the Services, you as the End User agree to be bound by these terms and conditions of use, including any additional guidelines and/or future modifications to these terms and conditions ("**Terms**").

You agree and acknowledge that the access and use of the Services by You is voluntary and of Your own accord, and that the Terms shall be binding on you, for access and use of the Services, in India ("**Territory**"). Your access and use of the Services shall be subject to the applicable laws, rules and regulations in force in the Territory, and as may be amended from time to time ("**Applicable Laws**") Your act of accessing and using the Services, shall be deemed to be Your absolute agreement to these Terms and Privacy Policy (*defined hereinafter*) of Appnit Technologies Private Limited ("**Appnit**" or "**Company**" or "**us**") as prescribed from time to time.

- **2 Services**

Services herein shall mean the payment services offered by the Company to You as an end user ("**You/End User**") through a semi-closed prepaid instrument, operated under the authorisation granted by RBI under Payment and Settlement System Act 2007 and Regulations made thereunder, Issuance and Operation of Prepaid Payment Instruments in India (**Reserve Bank**) Directions, 2009 < ("**RBI Guidelines**") and is also subject to directions / instructions issued by the Reserve Bank of India (RBI) from time to time in respect of redemption, repayment, usage etc. ("**Wallet**") which shall be linked to Your registered mobile number after Your registration on the Website. The Services shall include money transfer services. For the purpose of availing the Services, You will be required to register Yourself upon providing certain information. Upon verification and successful registration, Your user account ("**User Account**") will get created in the form of a mobile wallet through which You will be able to avail the Services.

Website herein shall mean the **oxymoney.com** or any mobile application provided by Appnit through which the Services can be accessed/ rendered by You.

- **3 PRIVACY POLICY & DATA PROTECTION**

Any personal information You supply to Appnit when using the Services will be used by Appnit in accordance with its privacy policy ("**Privacy Policy**") as available on the Website.

- **4 PROPRIETARY RIGHTS AND LICENCE**

- **4.1** All trademarks, copyright, database rights and other intellectual property rights of any nature in the Website and Services, any name, mark or logo related to Appnit and/or the Services are owned either directly by Appnit or Appnit's licensors. You should not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to any of these marks and logos. You agree and acknowledge that the access and use of the Services and Website shall not be construed to confer on You any rights of any nature including rights in any form of intellectual property contained

in the Services and/or Website or related to Appnit. If in the course of accessing and using the Services and Website, You even unintentionally infringe the rights including rights in any form of intellectual property of Appnit or Appnit's licensors in the Services, You shall immediately cease and desist any such use.

- **4.2** You agree and confirm that You shall not at any time reveal or make public any and all proprietary and/or confidential information relating to Appnit, its business, the Services, that You may gain access to during the course of accessing and using the Services. Except as expressly authorized by Appnit, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the content comprised in the Website or Services, in whole or in part.

- **5 CONDITIONS OF USE**

- **5.1** The Website and the Services are not available to persons under the age of 18 or to anyone previously suspended or removed from the Services by Appnit. By accepting these Terms and/or by using the Website/Services, You represent that You are at least of the age of 18 years.
- **5.2** The Website and the Services here under are currently made available to You for Your personal and non-commercial use. Appnit reserves the right to amend or withdraw the Website and the Services, provided to You in accordance with these Terms, at any time and for any reason.
- **5.3** You acknowledge that the terms of agreement with Your respective telecom or internet service provider will continue to apply when using the Services. As a result, You may be charged by the respective telecom or internet service provider for access to network connection services for the duration of the connection while accessing the Website and the Services or any such third party charges as may arise. You accept responsibility for any such charges that arise, and shall not claim the same from Appnit or dispute the same.
- **5.4** If You are not the bill payer for the internet services provided by the telecom operator/internet service provider being used to access the Services, You will be assumed to have received permission from the bill payer for using the Services.
- **5.5** You are solely responsible for Your use of the Services. Appnit does not create, monitor, examine or inspect the content delivered to You through the Services, if any. Such content may include links to third-party websites and content. The linked content is not under Appnit's control and Appnit is not responsible whatsoever for the content of any such linked content. The content does not represent or reflect any advice, views, opinions or beliefs of Appnit.
- **5.6** You must only use the Services and anything available via the Services for lawful purposes (complying with all Applicable Laws), in a responsible manner, and not in a way that might damage Appnit's name or reputation

or that of any of Appnit's affiliates or service providers. You agree and acknowledge that the use of the information delivered to You through the Services is Your sole responsibility and that Appnit shall not at any time be held responsible for any unlawful usage of the information secured through the Services, by You.

- **5.7** You may find advertising or other content delivered with the use of Services that link to the sites and mobile applications and services of Appnit's partners, advertisers, sponsors, licensors and other third parties and service providers. Appnit does not control the content, advertisement or links that appear through the Services and are not responsible for the practices employed by those websites and mobile applications linked to or from the Services. In addition, these sites and mobile applications or services, including their content and links, may be constantly changing. These sites and mobile applications and services may have their own terms of use and customer service policies. Browsing and interaction on any other website, advertisements and mobile applications which have a link in the Services, is subject to that websites, advertisements and mobile applications own terms and policies.

You may find campaigns and offers organized by Appnit (on its own or along with Appnit's partners, suppliers, advertisers, sponsors, licensors and other third parties and service providers), from time to time which may be made available to You in the course of Your access and use of Services. If You choose to participate in such campaigns and offers, You agree that Your participation shall be voluntary and at Your sole discretion. Further, You should read and understand fully the contents of such campaigns and offers and should be in agreement with them before Your participation. These campaigns and offers may have their own terms of use and customer service policies available on their respective websites and You agree to such terms of use and policies before You participate in any of them. Appnit shall not be liable for any costs, liabilities, expenses and damages to You or any third parties arising out of and in course of Your participation in such campaigns and offers and Your availing the benefits therefrom.

- **5.8** You will not, nor allow third parties on Your behalf to (i) make and distribute copies of the Website (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Website; or (iii) create derivative works of the Website of any kind whatsoever.
- **5.9** You shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - **(a)** belongs to another person and to which You do not have any right to;
 - **(b)** is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise

unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

- **(c)** harm minors in any way;
- **(d)** infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
- **(e)** violates any law for the time being in force;
- **(f)** deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- **(g)** impersonate another person;
- **(h)** contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancel-bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- **(i)** threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation; or
- **(j)** shall not be false, inaccurate or misleading.

- **6 CONDITIONS OF USE SPECIFIC TO THE SERVICES**

You agree and acknowledge the following:

- **(i)** You are solely responsible for entering the correct information (name, phone number, email address, home address, Date of Birth, Gender etc.);
- **(ii)** Appnit is not responsible for faulty internet connection or electricity failure or any other problem on Your side while availing the Services;
- **(iii)** Appnit shall not in any way be liable for any delay, disruption or defects in the online payment facility provided by any financial institution/bank/payment gateway service provider. You acknowledge that You assume all the risks involved in using the online payment facility provided by the financial institution/bank/payment gateway service

providers and Appnit shall not be in any way liable for any damage, loss, expense, liability or detriment caused (directly or indirectly) by a defect in said online payment facility.

- **(iv)**Your User Account shall be valid for a period of 12 (twelve) months from the date of creation of the User Account, or from the date of last transaction made by You while availing the Services through the User Account, whichever is later. After the expiry of said validity period, Your User Account shall get blocked and You will be intimated accordingly. However, in case You make request for unblocking Your User Account within 3 (three) months of receipt of the information about blocking of Your User Account, the said validity period of Your User Account shall get automatically extended for a period of twelve months from the date of receipt of such request or from the date of last transaction made by You while availing the Services, whichever is later, otherwise, Appnit reserves the right to forfeit the outstanding balances lying in Your User Account at the expiry of said 3 (three) months. However, before the forfeiture becomes effective, You shall be cautioned at reasonable intervals during the 30 (thirty) days period prior to the expiry of said 3 (three) months period, by SMS or e-mail. After expiry of each validity period, the rules governing the extension of validity period and forfeiture shall be the same as mentioned above.
- **(v)** Your correspondence or related activities with third parties, including payment transactions under the Services are solely between You and that third party. You agree that Appnit will not be responsible or liable for any loss or damage of any sort incurred as the result of any of Your transactions with third parties.
- **(vi)**Fee-based Services require You to pay a charge or fee, as described in the specific conditions included where those Services are offered:
 - **(a)**You agree to pay all fees and charges which are specified for availing any fee based Services. Unless otherwise noted, all currency references are in Indian Rupees
 - **(b)**Appnit may, upon notice if required by Applicable Laws, at any time change the amount of, or the basis for determining, any fee or charge, or institute new fees or charges.
 - **(c)**All taxes, levies, cesses or statutory claim for the charge or fee paid to Appnit shall be borne and paid by you, whether past, present or future, including penalties or claims of any nature whatsoever.
 - **(d)**The cost of connectivity including but not limited to voice calls, GPRS activation charges, internet charges and charges for sending/receiving SMS from designated numbers will be borne by You as per the charges specified by Your respective service providers.
- **(vii)**Refund of amount loaded/reloaded in User Account, as the case may be, will be done in accordance with regulatory framework prevailing and as amended from time to time.
- **(viii)**Appnit shall not be liable/ responsible for any defect in the product/merchandise/goods/services purchased/availed from third parties through Wallet.
- **(ix)**Appnit is not responsible in any manner whatsoever for non-provisioning of the Services due to GPRS/EDGE/3G failure/internet connectivity failure/download error.

- **(x)**You understand and agree that password and other information with respect to your User Account are confidential information.
- **(xi)**You agree to immediately change the password on receipt and to continue changing the password periodically (recommended every 15 days).
- **(xii)**You agree that Appnit shall not be responsible if you share your password and other confidential information about Your User Account with any person or fail to abide by the advice given in these Terms about changing password periodically.
- **(xiii)**You understand and agree that Your User Account is linked to your registered mobile number.
- **(xiv)**Appnit will not be held liable for unauthorized use of User Account on account of loss/theft/misplacement of Mobile number and/or SIM, unless You have informed Appnit customer care about such loss/theft/misplacement and have blocked User Account temporarily till You reactivate the same using a new SIM with same mobile number. It must be noted that You shall continue to be held liable for any unauthorized use of your User Account till You inform Appnit customer care about such loss/theft/misplacement and Your request for blocking your User Account is executed.
- **(xv)**You agree and acknowledge that Appnit shall not be responsible for any use/misuse of User Account in any manner whatsoever.
- **(xvi)**Appnit may amend the procedure and process of creation and operation of User Account in compliance with any laws or direction/order of any government/ statutory/regulatory authority and/or court, with or without intimation to the User.
- **(xvii)**As of now Appnit is providing Services in the Territory only, therefore only individuals of 18 years or older and residing in India may enroll for the Services. Appnit reserves the right to prevent access to the Website and the Services there under from mobile number or IP addresses outside of India.
- **(xviii)**You agree and undertake that You shall not use or create fake ID or provide any fake/false profile information for availing the Services through the Website.
- **(xix)**You agree to promptly notify Appnit of any change in Your mobile number or email address or any other details in Your personal profile by sending an e-mail to care@oxymoney.com.
- **(xx)**Appnit will not be liable to pay any compensation if any error occurs due to any technical or manual fault at the end of the web server holder.
- **(xxi)**You are solely responsible for Your device and the internet services that connect Your said device to the Website.
- **(xxii)**You agree and confirm that You shall not be entitled to opt out of receiving transactional messages pertaining to the Services.
- **(xxiii)**You agree and confirm to provide Appnit any and every detail Appnit requires to obtain from You, including such other personal or proprietary information relating to any of Your acts or omissions or violations of other persons who may be a party with You, on suspicion or otherwise in relation to the use of Website.

- **7 Modifications and Interruption to Service**

Appnit reserves the right to modify or discontinue the Service with or without notice to You. Appnit shall not be liable to You or any third party should Appnit exercise its right to modify or discontinue the Service. You acknowledge and accepts that Appnit does not guarantee continuous, uninterrupted or secure access to Website and operation of our Website may be interfered with or adversely affected by numerous factors or circumstances outside the control of Appnit.

- **8 Collection of End User Information**

You agree and acknowledge that Appnit may collect IP address and Website usage information from You. Appnit may use the above information, inter alia:

- 1 to maintain, operate, provide and enhance our Website and Services; and
- 2 to comply with legal requirements or process, or where necessary to prevent or investigate fraud, to protect the safety of an individual. Appnit may share Your personally identifiable information with suppliers, subcontractors, vendors and other businesses that we employ to perform functions on our behalf. For example, Appnit may employ third parties to send email campaigns or provide marketing assistance, or provide customer service. These entities have access to Your information only for the purposes of performing the functions for which we have engaged them. If such entities have access to Your personally identifiable information, their agreements with us require them to keep Your information confidential.

- **9 AVAILABILITY**

- **9.1** Appnit will use reasonable efforts to make the Services available at all times. However You acknowledge the Services are provided over networks of internet service providers and dependent on them , so the quality and availability of the Services may be affected by factors outside of Appnit's reasonable control. In the event the Services are unavailable to You for any factors not attributable to Appnit and due to any reasons attributable to any third party service provider, Appnit shall not be responsible for the same in any event whatsoever.
- **9.2** You hereby agree and confirm that Appnit shall not be held liable for any unavailability or non-functionality of the Website or Services due to war, industrial action, flood, or act of God. You further agree and confirm that Appnit shall not be responsible for any disruption in the functionality of the Services and/or any unavailability in the Services, arising due to the internet service provider and/or any other third party, and/or any intermediary who may deliver the Services to You and that You shall not hold Appnit liable for any of the same.

- **10 SYSTEM REQUIREMENTS**

- **10.1** In order to access and use the Services, You are required to have a mobile, computer or laptop or any compatible device with internet connectivity.
- **10.2** It is Your responsibility to ensure Your device meets all the necessary technical specifications to enable You to access and use the Services.

- **11 TERMINATION**

Notwithstanding any remedies that may be available under any Applicable Law, Appnit may temporarily or permanently deny, limit, suspend, or terminate the Services provided to You, if Appnit believes that: (a) You have abused Your rights to use the Services; or (b) You are in breach of this Terms or Privacy Policy; or, (c) You have performed any act or omission that violates any Applicable Law, rules, or regulations; or, (d) You have performed any act or omission which is harmful or likely to be harmful to Appnit, or any other third party, including other users or suppliers of Appnit or the service providers; or, (e) You made use of the Services to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act; or, (f) You made any confidential and/or proprietary information pertaining to the Appnit and/or the Services public without the prior written consent of Appnit. You agree that notwithstanding the termination, Appnit will continue to be entitled to use the information supplied by You or collected from You during the use and access of the Services by You.

- **12 LIMITATION OF LIABILITY**

APPNIT, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES WILL NOT BE LIABLE, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE AND LOSS (INCLUDING LOSS OF PROFIT, LOSS OF DATA AND WORK STOPPAGE), COSTS, EXPENSES AND PAYMENTS, REGARDLESS OF THE ALLEGED LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, PRODUCT LIABILITY AND STRICT LIABILITY, THAT MAY RESULT FROM, OR IN CONNECTION WITH THE USE OR THE INABILITY TO ACCESS AND USE THE WEBSITE OR THE SERVICES, OR FROM ANY FAILURE, ERROR, OR DOWNTIME IN THE FUNCTION OF THE SERVICES, OR FROM ANY FAULT OR ERROR MADE BY APPNIT'S STAFF, OR FROM YOUR RELIANCE ON CONTENT DELIVERED THROUGH THE SERVICES, OR FROM ANY COMMUNICATION WITH APPNIT OR FROM ANY DENIAL OR CANCELLATION OF REQUEST FOR INFORMATION THROUGH THE SERVICES, OR FROM RETENTION, DELETION, DISCLOSURE OR ANY OTHER USE OR LOSS OF CONTENT THROUGH THE SERVICES, REGARDLESS OF WHETHER APPNIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO THE CORRECTIONS OF SUCH ERRORS, AS DEEMED FIT BY APPNIT IN ITS SOLE DISCRETION. WITHOUT PREJUDICE TO THE AFORESAID, IT IS HEREBY ACKNOWLEDGED BY THE END USER THAT THE AGGREGATE LIABILITY OF APPNIT, FOR ANY REASONS WHATSOEVER, WILL NOT EXCEED RS. 100/- (RUPEES ONE HUNDRED ONLY) OR THE TOTAL COST PAID BY THE END USER IN THE PERIOD OF 12 (TWELVE) MONTHS PRIOR TO WHICH THE CLAIM AROSE, WHICHEVER IS LOWER.

- **13 DISCLAIMERS OF WARRANTIES**

- **13.1** EXCEPT AS EXPRESSLY SET FORTH IN THIS TERMS, APPNIT EXPRESSLY DISCLAIMS ANY OTHER WARRANTY WITH RESPECT TO THE USE OF THE WEBSITE/SERVICES OR ANY CONTENT OR INFORMATION DELIVERED OR SENT THROUGH THE SERVICES TO YOU. THE SERVICES ARE PROVIDED WITHOUT ANY EXPRESS OR IMPLIED GUARANTEE OR

ASSURANCE OF QUALITY, RELIABILITY OF THE INFORMATION DELIVERED THROUGH THE SERVICES. APPNIT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE SERVICES. APPNIT DOES NOT WARRANT OR GUARANTEE THAT THE USE OF THE SERVICES WILL NOT CAUSE ANY DAMAGES TO YOUR MOBILE PHONE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICE OR TO ANY OTHER SERVICES PROVIDED TO YOUR MOBILE PHONE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICE OR WEBSITE AND CONTENT THAT RESIDE ON YOUR MOBILE PHONE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICE. YOU AGREE AND ACKNOWLEDGE THAT THE USE, AND ACCESS OF THE SERVICES IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

- **13.2** APPNIT DOES NOT WARRANT OR GUARANTEE THAT THE WEBSITE AND SERVICES WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER, OR THAT THE SERVICES WILL ALWAYS BE AVAILABLE OR FREE FROM ERRORS OR THAT THE SERVICES WILL BE IMMUNE FROM UNAUTHORIZED ACCESS.
- **13.3** APPNIT DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT YOU WILL FIND THE SERVICES SUITABLE FOR YOUR NEEDS. APPNIT DOES NOT WARRANT OR GUARANTEE THAT THE INFORMATION YOU RECEIVE TO YOUR MOBILE, COMPUTER/LAPTOP AND ANY OTHER COMPATIBLE DEVICES WILL BE FREE FROM TECHNICAL INACCURACIES.
- **13.4** APPNIT CANNOT AND DOES NOT GUARANTEE THAT THE WEBSITE AND/OR SERVICES WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF THE SYSTEM.
- **13.5** APPNIT WILL BE ENTITLED TO USE, SUBJECT TO THE PRIVACY POLICY AS DEFINED ABOVE, ANY INFORMATION SUPPLIED BY YOU DURING THE COURSE OF ACCESSING AND USING THE SERVICES.

- **14 INDEMNIFICATION**

You agree to indemnify and hold Appnit, the licensors, business partners of Appnit or the service providers and their respective officers, directors, shareholders, employees, sub-contractors, agents, parent companies, sister companies, subsidiaries and other affiliates, indemnified and harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your use of the Website or Services, any unauthorised use of the Website/Services by You, Your violation of these Terms, or Your violation of any rights including rights in any form of intellectual property of any third party and/or any violation of Applicable Law by You.

- **15 AMENDMENTS TO THE TERMS**

Appnit may amend and modify this Terms from time to time, including any and all documents and policies incorporated thereto without any prior notice to You. You agree to be bound by any of the changes made in the Terms, including changes to

any and all documents and policies incorporated thereto. Continuing to access and use the Services will indicate Your acceptance of the amended Terms. If You do not agree with any of the amended Terms, then You must avoid any further use and access of the Services. Appnit advises You to periodically read these Terms, as it may change from time to time.

- **16 ENTIRE AGREEMENT**

The "Terms" including the Privacy Policy constitutes the entire agreement between You and Appnit and governs Your access and use of the Services, superseding any prior agreements between You and Appnit with respect to the Website and Services.

- **17 GOVERNING LAW AND JURISDICTION**

- **17.1** These Terms shall be governed by the laws of India. You and Appnit agree to submit to the personal and exclusive jurisdiction of the courts of New Delhi. In case of any dispute or other matter arising in reference to the Terms and/or the Services, such dispute or other matter shall be referred to a sole arbitrator appointed by Appnit and shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The venue for arbitration shall be Noida, and shall be conducted in English language. All the costs, charges and expenses in connection to the arbitration shall be solely borne by the End User who raised the dispute.
- **17.2** Subject to the provisions of clause 18.1 above, the courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all the matters which the court is entitled to determine under the Act, including, without limitation, provision of interim reliefs under the provisions of section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Noida, India.

- **18 WAIVER AND SEVERABILITY OF TERMS**

The failure of Appnit to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

- **19 SURVIVAL**

You agree and confirm that the indemnities, confidentiality obligations, limitation of liability, disclaimer of warranties, dispute resolution mechanism, shall survive the efflux of time.

- **20 RELATIONSHIP**

You agree and acknowledge that Your relationship with Appnit is not a confidential, fiduciary or other special relationship.

- **21 GRIEVANCE REDRESSAL AND GRIEVANCE OFFICER**

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer are as under: Grievance Office Email ID: Grievance@oxymoney.com between 08:00 AM to 9:00 PM, 7 Days

working (National Holidays excluded). You can read our Customer Grievance Policy at <https://website.oxymoney.com/grievance-policy/>. If You believe any materials accessible on or from this Website infringe Your copyright, You may request removal of those materials (or access thereto) from this Website by contacting Grievance Officer as specified above and by providing the following information:

- **1** Identification of the copyrighted work that You believe to be infringed. (Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.)
 - **2** Identification of the material that You believe to be infringing and its location. (Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material.)
 - **3** Your name, address, telephone number and (if available) email address.
 - **4** A statement that You have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent or the law.
 - **5** A statement that the information that You have supplied is accurate, and indicating that under penalty of perjury, You are the copyright owner or are authorized to act on the copyright owner's behalf.
- **22 RELATIONSHIP**

Please submit any questions You have about these Terms and conditions/Customer Grievance Policy for any problems concerning the service by email to care@oxymoney.com or call us on 9818830400 (Call Charges as applicable apply), between 08:00 AM to 9:00 PM, 7 Days working (National Holidays excluded) or write to us at **Oxymoney C/O Appnit Technologies Private Limited Address: Unit-11-A, Stellar Okas 1425, 11th Floor, Plot Number 5, Sector 142, Noida, Gautam Buddha Nagar, Uttar Pradesh 201305.**