

BUSINESS BANKING AGREEMENT

This Service Agreement (“**Agreement**”) was made on 09-02-2026 by and between user _____ and **TECHKURU DIGITAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its registered office at **Express Zone, A-Wing, F-15, Western Express Highway, Malad East, Mumbai 400097** (“**TechkGuru Digital Pvt. Ltd.** “Or “**Company**”)

User Details	
Business Name	_____
Permanent Account Number (PAN)	_____
Business Registered Address	_____
Business Correspondence Address	_____
Name of Authorized Signatory of Business	_____
Website – App Store URL of Business	www.techguru.digital

“WHEREAS”:

- **TechkGuru Digital Pvt. Ltd.** is a neo-banking platform engaged in providing banking and allied value-added services, including access to banking facilities in connection with bank accounts and/or prepaid payment instruments, along with a comprehensive suite of collection and payment solutions to its customers.
- For the purposes of providing such services, **TechkGuru Digital Pvt. Ltd.** has integrated with multiple banks and third-party service providers. The User desires to avail the services offered by **TechkGuru Digital Pvt. Ltd.** in accordance with the terms and conditions set forth in this Agreement.
- The Parties have mutually agreed that **TechkGuru Digital Pvt. Ltd.** shall grant the User access to its platform on a non-exclusive basis, and the Parties now wish to formally record the terms and conditions governing the provision and use of such services under this Agreement.

“WHEREAS”:

The Company has undertaken and continues to conduct its operations of providing banking services and solutions in strict compliance with the circulars, guidelines, notifications, and directions issued from time to time by its banking partners and/or applicable regulatory authorities, including the Reserve Bank of India (RBI), relating to the issuance and operation of banking services, Anti-Money Laundering (AML) requirements, Know Your Customer (KYC) norms, and all other applicable regulatory compliances.

“NOW, THEREFORE”:

In consideration of the foregoing premises and the mutual covenants contained herein, the Parties hereby agree as follows:

“DEFINITIONS”:

In this Agreement, unless the context otherwise requires or unless defined elsewhere herein, the following capitalized terms shall have the meanings assigned to them below:

“AGREEMENT”

Shall mean this Service Agreement, together with all schedules, annexures, amendments, addenda, and modifications made from time to time, and all related documents executed in connection with the transactions contemplated herein.

“APPLICATION PROGRAMMING INTERFACE” or “API”

Shall mean the application programming interface of the Service Provider, including all related documentation, executable applications, software components, and other materials made available to **TechkGuru Digital Pvt. Ltd.** for the purpose of integration with the **TechkGuru Digital Pvt. Ltd.** platform and for enabling the provision of services under this Agreement.

“APPLICABLE LAW”

Shall include all applicable statutes, enactments, laws, ordinances, rules, regulations, by-laws, notifications, circulars, guidelines, directions, directives, and orders of the Parliament or any State Legislature, as well as any governmental, regulatory, statutory, or judicial authority, including recognized stock exchanges, as may be applicable from time to time.

“CHARGEBACKS”

Shall mean and include the reversal or return of any Transaction initiated by a Customer, including but not limited to reversals arising from:

- any alleged or actual forgery, fraud, or misuse of the Customer’s card, payment instrument, or related details;
- any charge or debit effected on a card that has been reported as lost, stolen, blocked, hot-listed, or otherwise flagged under card association alerts or warning bulletins; and
- any duplicate, incorrect, or erroneous processing of a Transaction.

“CONFIDENTIAL INFORMATION”

Shall mean and include all Intellectual Property and all business, commercial, technical, operational, regulatory, or financial information of **TechkGuru Digital Pvt. Ltd.** and/or any of its affiliates, whether disclosed orally, visually, electronically, in writing, or by any other means, in connection with this Agreement or any agreement incorporating this Agreement by reference.

Without limitation, **Confidential Information** includes information relating to:

- business operations, strategies, processes, and internal management;
- financial statements, reports, forecasts, pricing, and historical or current financial data;
- technical information, including specifications, systems, platforms, software, source or object code, processes, models, and documentation;
- merchant, customer, client, and vendor information, including databases, lists, samples, contractual terms, and transaction data;
- existing or proposed services, service structures, pricing models, compensation, commissions, fees, and charges payable to or by the User;
- marketing strategies, business plans, proposals, pilots, and experimental or developmental activities;
- trade secrets, proprietary know-how, methodologies, and processes;
- employee-related information, including organizational, compensation, and operational details; and
- any other information that, by its nature or circumstances of disclosure, is reasonably understood to be confidential or proprietary.

“Customer(s)”

Shall mean any individual, body corporate, partnership, limited liability partnership, or other legal entity that avails services provided by the Service Provider, including banks, through the User by using the **TechkGuru Digital Pvt. Ltd.** platform.

“TECHKGURU DIGITAL PVT. LTD. PLATFORM”

Shall mean and include all digital platforms of **TechkGuru Digital Pvt. Ltd.**, including its website, mobile application(s), and any other electronic interfaces, which are accessed by the User for registration, on boarding, and the execution of Transactions, together with all content, services, systems, software, and technologies made available through such platforms.

“INTELLECTUAL PROPERTY”

Shall mean all intellectual property rights used for, in connection with, or in relation to the performance of this Agreement, whether owned, licensed, or otherwise lawfully used by either Party, and shall include, without limitation:

- a) all application programming interfaces (APIs), software, operating manuals, source code, object code, programs, instructions, specifications, processes, input methods, data, and information used in connection with or for the operation of any software or systems installed or used by the Parties;
- b) all trademarks, service marks, trade names, business names, logos, symbols, styles, colour schemes, branding elements, and all derivatives, adaptations, and representations thereof;
- c) all promotional and marketing materials, including advertisements, brochures, literature, graphics, images, digital content, and the overall “look and feel” associated therewith;
- d) all information, data, documents, or materials, whether tangible or intangible, disclosed or provided by one Party to the other Party during the term of this Agreement; and
- e) all inventions, discoveries, techniques, formulas, methodologies, processes, practices, improvements, utility models, procedures, designs, skills, technical information, notes, experimental results, service techniques, samples, specifications (including service and labelling specifications), software rights, and any other proprietary knowledge or know-how of any nature whatsoever.

“SERVICES”

Shall mean the banking, payment, collection, and other value-added services that may be mutually agreed upon between the Parties from time to time and as more particularly described under **Clause 2** of this Agreement.

“SERVICE PROVIDER”

Shall mean any entity, including banks and other regulated or unregulated service providers, with whom **TechkGuru Digital Pvt. Ltd.** has entered into an agreement, whether directly or indirectly, for the purpose of facilitating Transactions between such Service Provider and the Users through the **TechkGuru Digital Pvt. Ltd.** platform.

“TRANSACTIONS”

Shall mean and include all transactions undertaken between a Service Provider and its customers or Users through the **TechkGuru Digital Pvt. Ltd.** platform, including, without limitation, electronic top-ups, payments, collections, and any other services of a similar or related nature offered by the Service Provider from time to time.

“USERS”

Shall mean any individual, body corporate, partnership, limited liability partnership, or other legal entity that accesses or avails services rendered through the **Techkguru Digital Pvt. Ltd.** platform, whether as a customer, merchant, intermediary, or in any other permitted capacity.

“SCOPE OF SERVICES”

- With effect from the **Effective Date**, and subject to the terms and conditions of this Agreement, the Company hereby agrees to provide the Services to the User, and the User hereby agrees to avail such Services from the Company. The Services shall include the Company’s banking solutions and such other value-added services as may be offered by the Company from time to time.
Provided always that the User shall not undertake or engage in any activity that violates any applicable law, regulation, or statutory requirement.
- The User agrees to perform and comply with all roles, responsibilities, duties, and obligations in relation to the Services as specified under this Agreement. The Company reserves the right to modify, vary, enhance, or withdraw any part of the Services by providing written notice to the User, and such modified or amended Services shall become effective upon such notification.
- The User shall not disclose, share, or make available to any third party any features, processes, operational details, or designs relating to the Services or the **Techkguru Digital Pvt. Ltd.** platform, and further agrees not to subcontract, assign, or delegate any Service or any portion thereof without the prior written consent of the Company.
- In the event that the Services become temporarily inaccessible due to any breakdown, technical failure, or system issue directly attributable to **Techkguru Digital Pvt. Ltd.**, the Company shall use reasonable efforts to restore the Services within a commercially reasonable time, subject to applicable force majeure and regulatory constraints.

“PAYMENT MECHANISM”

- The Parties hereby agree and acknowledge that all payments, fees, and settlements between them shall be governed by and made strictly in accordance with the applicable schedule of charges mutually agreed between the Parties from time to time.
- The User acknowledges and agrees that the schedule of charges is subject to change due to variations in market conditions, regulatory requirements, or operational considerations. **Techkguru Digital Pvt. Ltd.** shall notify the User of any change, modification, or amendment to the schedule of charges and may, at its sole discretion, update such schedule from time to time by notifying the User through the User’s account on the **Techkguru Digital Pvt. Ltd.** platform or through other written communication. The revised schedule of charges shall become effective from the date specified in such notification.
- In the event that any User and/or Customer cancels, disputes, or rejects a Transaction processed through the **Techkguru Digital Pvt. Ltd.** platform, in respect of which **Techkguru Digital Pvt. Ltd.** has already paid any fee, commission, or settlement amount to the User, **Techkguru Digital Pvt. Ltd.** shall notify the User and, where applicable, provide supporting documents relating to such dispute.
- Upon such notification, **Techkguru Digital Pvt. Ltd.** shall be entitled to recover the disputed amount by deducting the same from the next settlement or payment due to the User. In the event that no further settlement or payment is due to the User, **Techkguru Digital Pvt. Ltd.** shall raise an invoice for the disputed amount along with relevant supporting documents, and the User shall be liable to pay such amount within the subsequent calendar month or within the invoice due date, whichever is earlier.

“SETTLEMENT”

The settlement mechanism for fees payable by or to the User or **Techkguru Digital Pvt. Ltd.**, as applicable, shall operate in the manner set out below:

- **Transaction Reports (MIS):**

Techkguru Digital Pvt. Ltd. shall make available to the User electronic transaction reports (“MIS”) through an online portal, detailing information in respect of each Transaction, including the Transaction amount, date and time, transaction reference or serial number, Service Provider identification, and response codes. The format, access controls, and reporting processes of the portal shall be as determined by Techkguru Digital Pvt. Ltd. and may be modified from time to time at its discretion.
- **Maintenance of Balance:**

The User shall at all times maintain sufficient available balance on the **Techkguru Digital Pvt. Ltd.** platform to enable the smooth execution of Transactions. **Techkguru Digital Pvt. Ltd.** reserves the right to decline or reject any Transaction that exceeds the available balance maintained by the User on the platform.
- **Non-Interest-Bearing Balance and Forfeiture:**

Any balance maintained by the User on the **Techkguru Digital Pvt. Ltd.** platform shall be non-interest bearing. **Techkguru Digital Pvt. Ltd.** reserves the right to forfeit any balance remaining unused for a continuous period exceeding **three hundred sixty-five (365) days**, in accordance with applicable law and internal policies.
- **Reconciliation and Dispute Resolution:**

In the event of any discrepancy between the settlement amounts reflected in the reports provided by **Techkguru Digital Pvt. Ltd.** and the User’s records, such discrepancies shall be resolved through mutual reconciliation and investigation of the unreconciled Transactions. Both Parties shall use their best efforts to resolve such discrepancies within **thirty (30) working days** from the date of the relevant Transaction.
- **User Liability for Unauthorized or Excess Transactions:**

The Parties agree that any Transaction authorized or accepted by the User which is subsequently disputed due to (a) authorization of a Transaction exceeding the User’s available balance or credit limit, or (b) authorization of a fraudulent or unauthorized Transaction, shall be the sole responsibility and liability of the User.
- **Role of Techkguru Digital Pvt. Ltd.:**

The User acknowledges that **Techkguru Digital Pvt. Ltd.** acts solely as a facilitator of payment and collection processing services, based on instructions and authorizations provided by the User. **Techkguru Digital Pvt. Ltd.** shall not be responsible or liable for any unauthorized Transaction carried out by any person, including third parties, nor for any infringement of third-party rights or Chargebacks initiated by Customers. The User shall be solely responsible for ensuring adequate safeguards and security while transacting through the platform.

Notwithstanding the foregoing, **Techkguru Digital Pvt. Ltd.** may, on a best-efforts basis, assist the User in addressing queries or issues relating to the Services between the User and its Customers; however, **Techkguru Digital Pvt. Ltd.** shall bear no responsibility or liability in respect of disputes relating to payments made by Customers to the User.
- **Taxes and Incidental Costs:**

All incidental costs, taxes, duties, levies, or charges in relation to any cashback, incentive, or benefit, if any, shall be borne exclusively by the Customer(s), including but not limited to logistics costs, tax deducted at source (TDS), gift tax (if applicable), insurance charges, and any taxes imposed by the Central, State, or Municipal authorities.

“FRAUDULENT TRANSACTIONS”

- In the event that **Techkguru Digital Pvt. Ltd.** is notified by any bank or financial institution that a Customer has reported an unauthorized debit, fraud, or chargeback in respect of a Customer’s payment instrument (a “**Fraudulent Transaction**”), **Techkguru Digital Pvt. Ltd.** shall promptly notify the User of the same. The User shall be entitled to submit all relevant documents, records, and information relating to the disputed

Transaction (“Chargeback Documents”) within **five (5) days**, or within such other period as may be prescribed by the concerned bank or card network.

- The User acknowledges and agrees that:
 - (i) where the User fails to submit the required Chargeback Documents within the stipulated time; or
 - (ii) where the Chargeback Documents submitted by the User are rejected, deemed insufficient, or otherwise not accepted by the concerned bank, card payment network, or regulatory authority, such bank or authority shall be entitled to direct **TechkGuru Digital Pvt. Ltd.** to reverse the disputed Transaction and credit the Chargeback amount to the Customer’s payment instrument.

TechkGuru Digital Pvt. Ltd. shall further be entitled to withhold, suspend, or adjust the settlement of the disputed amount, or retain the value of the disputed Transaction from subsequent settlements payable to the User, during the pendency of any inquiry, investigation, or resolution process.
- Where the amount relating to a Fraudulent Transaction has already been settled to the User, any dispute or recovery in relation thereto shall be governed and resolved strictly in accordance with the notifications, circulars, directions, and guidelines issued by the Reserve Bank of India (RBI), banks, or other competent authorities from time to time.
- The User further agrees and acknowledges that it shall be solely responsible and liable for payment of any fines, penalties, charges, or assessments imposed by banks, card payment networks, or any regulatory or statutory authority arising out of or in connection with Transactions that are in violation of Applicable Law or regulatory requirements.

“OBLIGATIONS OF TECHKGURU DIGITAL PVT. LTD.”

TechkGuru Digital Pvt. Ltd. shall, during the term of this Agreement, undertake the following obligations:

- **Transaction Processing and Reporting:**

To process Transactions initiated by the User in accordance with this Agreement and to provide the User, on a **non-exclusive basis**, access to transaction reports through an online login system, detailing the number, nature, and value of Transactions processed on the **TechkGuru Digital Pvt. Ltd.** platform.
- **Regulatory Changes:**

TechkGuru Digital Pvt. Ltd. shall not be liable for any modification, suspension, or change in the features or availability of the Services resulting from changes in applicable laws, regulations, circulars, or guidelines issued by regulatory authorities, including the Reserve Bank of India (RBI).
- **Operational Support:**

The Company shall provide reasonable support necessary for the delivery of the Services and shall, subject to confidentiality and regulatory constraints, supply such information as may be reasonably requested by the User to enable the User to perform its obligations under this Agreement.
- **Customer Queries and Grievances:**

The Company shall attend to and address customer queries, complaints, grievances, and disputes relating to the Services, in accordance with applicable laws, regulatory guidelines, and internal grievance Redressal mechanisms.
- **Regulatory Compliance:**

The Company shall ensure compliance with applicable RBI regulations and all other relevant statutory and regulatory requirements governing the Services.
- **Regulatory Updates:**

The Company shall notify the User of material changes in applicable RBI regulations or regulatory requirements affecting the Services or the User, and both Parties shall cooperate in good faith to assess and address the impact of such changes on the Services or their respective obligations.

“USER OBLIGATIONS AND DUTIES”.

The User shall perform the activities and obligations set out under **Clause 2 (Scope of Services)** and shall, throughout the term of this Agreement, comply with the following obligations:

- **General Conduct and Due Diligence:**
The User shall act prudently, honestly, and in accordance with the terms of this Agreement, and shall exercise due care and diligence in the performance of all duties and obligations hereunder.
- **Data Preservation and Regulatory Compliance:**
The User shall preserve, store, and process all data in accordance with the Company’s legal and regulatory obligations and in compliance with all applicable circulars, guidelines, and notifications issued by the Reserve Bank of India (RBI) and other regulatory authorities.
- **Technology and Infrastructure:**
The User undertakes that all equipment, systems, and technologies used in connection with the Services shall comply with applicable industry standards, security requirements, and regulatory norms, and shall be updated and maintained on a regular basis.
- **Security Breach Notification:**
The User shall immediately notify the Company of any actual or suspected breach of security, data compromise, or leakage of Confidential Information. In such events, the User shall be solely liable for all losses, damages, costs, and consequences arising therefrom.
- **Change in Constitution:**
The User shall ensure that any change in its ownership, constitution, management, or control during the subsistence of this Agreement shall not impair, limit, or discharge its obligations under this Agreement.
- **Restrictions on API Usage:**
The User shall ensure that neither the User nor any of its sub-users, agents, or authorized representatives:
 - use the APIs provided by the Service Provider to facilitate domestic money transfer or any prohibited transactions;
 - use the APIs for any business, commercial arrangement, or purpose other than those expressly permitted under this Agreement;
 - exploit, misuse, abuse, sublicense, sub-let, reverse engineer, modify, or otherwise use the APIs in any manner detrimental to the interests of **TechkGuru Digital Pvt. Ltd.**, in violation of Applicable Law, or contrary to TechkGuru Digital’s internal policies.
- **No Subcontracting or Revenue Misuse:**
The User shall not sub-license, sub-let, assign, or permit any third party to use the APIs or Services for wrongful or unauthorized revenue generation or for any purpose not expressly contemplated under this Agreement.
- **Grievance Redressal:**
The User shall familiarize itself with the Company’s grievance redressal policy applicable to outsourced services, communicate the same to Customers, and promptly notify the Company of any complaints, claims, or grievances received from Customers within the prescribed timelines.
- **Customer Data Protection:**
The User shall collect Customer information strictly in accordance with this Agreement and shall not solicit, collect, or store any additional personal or sensitive data beyond what is lawfully required for the provision of the Services.
- **Customer Conduct:**
The User shall treat all Customers with dignity and respect and shall not engage in any form of intimidation, harassment, coercion, or abusive conduct, whether verbal or physical.
- **Customer Awareness and Security Practices:**
The User shall educate and guide Customers not to disclose their PIN, OTP, card number, expiry date, CVV, or any confidential information to any person, including persons claiming to represent **TechkGuru Digital**

Pvt. Ltd. or any bank. The Customer shall be solely responsible for consequences arising from such unauthorized disclosure or misuse. **TechkGuru Digital Pvt. Ltd.** disclaims all liability arising therefrom. In case of forgotten or misplaced PIN/OTP, Customers shall be directed to official channels provided by **TechkGuru Digital Pvt. Ltd.** for regeneration.

- **Brand and Domain Restrictions:**

The User shall ensure that no domain name, web link, mobile application, or digital asset operated by the User contains or exploits the name, trademark, or brand of “**TechkGuru Digital Pvt. Ltd.**”, nor shall the User engage any third party to misuse the Company’s brand for search ranking or misleading representation.

- **Intellectual Property:**

The User shall not use, reproduce, distribute, or exploit any Intellectual Property belonging to or licensed to **TechkGuru Digital Pvt. Ltd.** except as expressly permitted under this Agreement.

- **Transaction Liability:**

The User shall bear sole responsibility and liability for any unfair, misleading, or unauthorized Transactions, representations, quotations, or promises made to Customers by the User or its personnel through the **TechkGuru Digital Pvt. Ltd.** platform.

- **Legal Proceedings:**

In the event of any legal proceeding initiated by a Customer or third party, the User shall immediately inform the Company and provide all necessary documents and assistance. The Company shall not be liable for disputes between the User and any third party, and the User shall not make any representations or warranties to Customers beyond those expressly authorized by the Company.

- **Authority and Binding Nature:**

The User represents and warrants that it is legally competent and authorized to enter into this Agreement, and that the person accepting this Agreement on behalf of the User is a duly authorized signatory empowered to bind the User. The User expressly waives any right to challenge the validity or enforceability of this Agreement.

“USER’S REPRESENTATIONS AND WARRANTIES”

The User hereby represents, warrants, and undertakes to **TechkGuru Digital Pvt. Ltd.** that:

- **Understanding and Acceptance:**

The User has had full and adequate opportunity to read, review, and understand this Agreement, has been provided sufficient time to evaluate the Services, financial requirements, and associated risks, and enters into this Agreement voluntarily and with informed consent.

- **No Conflict or Breach:**

The execution, delivery, and performance of this Agreement by the User do not and shall not violate, conflict with, or result in a breach of any agreement, arrangement, law, or obligation binding upon the User.

- **No Inconsistent Obligations:**

Neither the User nor any of its directors, officers, employees, agents, or representatives is subject to any obligation or restriction that is inconsistent with or interferes with the performance of this Agreement.

- **Third-Party Rights:**

The User has the lawful right and authority to disclose, use, and provide to **TechkGuru Digital Pvt. Ltd.** any ideas, information, data, or materials obtained from third parties in connection with this Agreement, without infringing any third-party rights or incurring liability.

- **Notification of Adverse Events:**

The User shall immediately notify **TechkGuru Digital Pvt. Ltd.** of any actual or potential breach of this Agreement, regulatory non-compliance, or any event or circumstance that may adversely affect the goodwill, reputation, or business of **TechkGuru Digital Pvt. Ltd.**

- **Costs and Expenses:**

The User shall bear all costs and expenses incurred in connection with the performance of its obligations under this Agreement, including travel, promotions, marketing, and other out-of-pocket expenses, unless expressly agreed otherwise in writing.
- **Compliance and Timely Payments:**

The User shall strictly comply with all obligations under this Agreement and shall ensure that all payments, settlements, and collections payable by or to either Party are made accurately and in a timely manner.
- **Regulatory Approvals and Consents:**

The User shall, at its own cost, obtain and maintain all licenses, approvals, permissions, authorizations, and customer consents required under applicable law for the performance of this Agreement, including consents for data transfer to the User and/or the **Techkguru Digital Pvt. Ltd.** platform.
- **Breach Consequences:**

The User shall be solely responsible and liable for all business, regulatory, legal, and financial consequences arising from any breach of this Agreement and expressly acknowledges that **Techkguru Digital Pvt. Ltd.** shall have the right to immediately suspend or revoke API access without prior notice upon such breach.
- **Tax Compliance:**

The User shall be responsible for the timely deduction, payment, and deposit of all applicable taxes, duties, levies, and statutory dues with the appropriate authorities.
- **Infrastructure Costs:**

All costs relating to the procurement, licensing, maintenance, and use of software, hardware, and related infrastructure required for performance under this Agreement shall be borne exclusively by the User.
- **Authority and Enforceability:**

The User has full power, authority, and legal capacity to enter into and perform this Agreement, which has been duly authorized, validly executed, and constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.
- **Authorized Signatories:**

The individuals executing or accepting this Agreement on behalf of the User are duly authorized and empowered to bind the User and perform all obligations arising hereunder.
- **Third-Party Disputes:**

The User acknowledges that **Techkguru Digital Pvt. Ltd.** shall not be responsible for resolving disputes arising out of services provided by the User, including disputes between the User and its Customers or any third parties.
- **Audit Trail Access:**

Techkguru Digital Pvt. Ltd. may, at its sole discretion, provide access to audit trail records from its systems and/or service providers' systems for the limited purpose of resolving Transaction-related disputes, subject to availability.
- **Audit Finality:**

Any audit trail information provided shall be made available within **fifteen (15) working days**, subject to timely receipt of information from the relevant service provider, and such records shall be final and binding for determination of disputed Transactions.
- **Information Technology and Data Laws:**

The User shall comply with the Information Technology Act, 2000, and the rules framed thereunder, as amended from time to time, as well as all applicable laws relating to data protection, data security, data storage, and data sharing.
- **Employee Compliance:**

The User shall ensure that all its employees, agents, contractors, and representatives comply with applicable laws and adhere to the obligations set forth under this Agreement.

“LIMITATION OF LIABILITY”

- **Exclusion of Certain Damages:**
To the maximum extent permitted under applicable law, **TechkGuru Digital Pvt. Ltd.**, including its directors, officers, employees, agents, and representatives, shall not be liable to any User, Customer, or third party for any indirect, incidental, special, consequential, punitive, or exemplary damages whatsoever, including without limitation any loss of business, loss of revenue, loss of profits (whether direct or indirect), loss of goodwill, loss of data, or any other pecuniary or non-pecuniary loss, howsoever arising.
- **Scope of Limitation:**
The foregoing limitation shall apply to all claims, demands, actions, or proceedings arising out of or relating to this Agreement or any other agreement entered into with **TechkGuru Digital Pvt. Ltd.**, the Services, the website, any linked or reference sites, or the User’s or Customer’s access to, use of, or inability to use the Services or website, whether in contract, tort (including negligence), strict liability, or otherwise, even if **TechkGuru Digital Pvt. Ltd.** has been advised of the possibility of such damages.
- **Third-Party Acts and Data Risks:**
TechkGuru Digital Pvt. Ltd. shall not be liable for any loss or damage arising from unauthorized access to or alteration of transmissions or data, failure of communications, material or data sent, received, or not sent or received, transactions entered into by third parties, conduct of any third party, or infringement of third-party rights.
- **Fraud and Instrument Misuse:**
TechkGuru Digital Pvt. Ltd. shall not be responsible or liable for losses arising from the use of counterfeit, lost, or stolen cards, stolen devices, compromised credentials, or fraudulent or unauthorized electronic Transactions.
- **Transaction Reversals:**
Any reversal, refund, or cancellation of a Transaction shall be subject to the policies of the concerned bank, card network, or financial institution and shall be carried out solely at the discretion of **TechkGuru Digital Pvt. Ltd.**, subject to such approvals.
- **Liability Cap:**
Notwithstanding anything to the contrary contained in this Agreement, in the event any court or competent authority holds **TechkGuru Digital Pvt. Ltd.** or its directors, officers, or employees liable notwithstanding the foregoing limitations, the aggregate liability of **TechkGuru Digital Pvt. Ltd.** shall not exceed the amount actually paid by the concerned User or Customer, if any, for the specific Service or portion thereof giving rise to the claim.
- **Commercial Basis and Risk Allocation:**
The Users and Customers expressly acknowledge and agree that **TechkGuru Digital Pvt. Ltd.** has entered into this Agreement, offered the Services, and determined its pricing in reliance upon the limitations of liability and disclaimers set forth herein.
- **Essential Basis of Agreement:**
The Users and Customers further acknowledge that these limitations constitute a fair and reasonable allocation of risk between the Parties and form an essential and fundamental basis of the commercial understanding under this Agreement.
- **Economic Viability:**
The Users and Customers agree that **TechkGuru Digital Pvt. Ltd.** would not be able to provide the Services on an economically viable basis without the limitations of liability contained in this Agreement.

“INDEMNIFICATION”

The User agrees to indemnify, defend, and hold harmless **Techkguru Digital Pvt. Ltd.**, its affiliates, contractors, directors, officers, employees, agents, licensors, service providers, and partners (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees and expenses) arising out of or relating to:

- the User’s use or misuse of the Services, website, platform, APIs, or applications of **Techkguru Digital Pvt. Ltd.**;
- any breach or violation of this Agreement or any other agreement entered into with **Techkguru Digital Pvt. Ltd.**;
- any breach of the User’s representations, warranties, covenants, or undertakings under this Agreement;
- any claim, notice, inquiry, investigation, or legal or quasi-legal proceeding initiated by any person, bank, card network, or governmental or regulatory authority arising from the User’s breach of Applicable Law;
- the User’s failure to obtain, maintain, or comply with any statutory, regulatory, or governmental approvals, consents, licenses, or authorizations required for performance of this Agreement;
- any act, omission, negligence, fraud, misrepresentation, or violation of law by the User while acting as a collection agent or in any other capacity under this Agreement.

Control of Defence:

Techkguru Digital Pvt. Ltd. shall have the right, at the User’s sole cost and expense, to assume exclusive control of the defence and settlement of any indemnifiable matter. The User shall fully cooperate in such defence or settlement. No settlement that imposes any obligation or admission on **Techkguru Digital Pvt. Ltd.** may be entered into without its prior written consent.

Notice:

Techkguru Digital Pvt. Ltd. shall use reasonable efforts to notify the User of any indemnifiable claim upon becoming aware of the same. Failure to provide such notice shall not relieve the User of its indemnification obligations, except to the extent the User is materially prejudiced.

Mutual Indemnity:

Each Party agrees to indemnify the other Party (the “Affected Party”) against losses arising from its own breach of this Agreement, including breach of representations and warranties, caused by its acts or omissions.

INTELLECTUAL PROPERTY

- The Services and the website of **Techkguru Digital Pvt. Ltd.**, including all visual interfaces, graphics, designs, layouts, compilations, databases, content, software, application programming interfaces (APIs), computer code (source and object code), systems, and all other related materials (collectively, the “Materials”), are owned, controlled, or lawfully licensed by **Techkguru Digital Pvt. Ltd.** and are protected under applicable intellectual property and other laws.
- As between the Parties, all rights, title, and interest in the Materials and all associated intellectual property rights shall remain the exclusive property of **Techkguru Digital Pvt. Ltd.**, and nothing in this Agreement shall be construed as transferring or granting any ownership or proprietary interest therein to the User.
- The User shall not remove, obscure, alter, or tamper with any copyright, trademark, patent, or other proprietary rights notices displayed on or accessed through the Services or website, whether belonging to **Techkguru Digital Pvt. Ltd.** or any third party.
- Except as expressly authorized in writing by **Techkguru Digital Pvt. Ltd.**, the User shall not sell, license, sublicense, assign, distribute, copy, modify, reproduce, publish, transmit, publicly display or perform, adapt, create derivative works from, reverse engineer, decompile, disassemble, or otherwise make any unauthorized use of the Materials or the intellectual property of **Techkguru Digital Pvt. Ltd.**
- Any permitted use of intellectual property under this Agreement shall be strictly limited to the performance of the User’s obligations hereunder and shall not extend to any other purpose.

- Each Party undertakes that it shall not, and shall not permit any third party to, reverse engineer, decompile, or disassemble any part of the other Party's intellectual property, except to the extent expressly permitted under applicable law.
- **Techkguru Digital Pvt. Ltd.** shall obtain the User's prior written consent before using the User's name, trademark, or logo for any marketing or promotional purposes, and any such use shall be non-exclusive and limited to the scope of such consent.
- Notwithstanding anything contained herein, **Techkguru Digital Pvt. Ltd. shall have no obligation to advertise, market, or promote the User or the User's intellectual property.**

"MUTUAL UNDERTAKINGS OF THE PARTIES (INTELLECTUAL PROPERTY)"

The Parties hereby mutually agree and undertake that:

- Each Party shall use the Intellectual Property of the other Party **solely for the purpose of performing its obligations** under this Agreement and for no other purpose whatsoever.
- Such use of Intellectual Property shall be strictly limited to the **form, manner, duration, and scope expressly approved** in writing by the owning Party.
- No Party shall use the Intellectual Property of the other Party in any manner not expressly permitted under this Agreement without obtaining the **prior written consent** of the owning Party.
- Each Party shall promptly notify the other Party of any **actual or suspected infringement, passing off, unauthorized use, registration, or attempted registration** of the other Party's Intellectual Property of which it becomes aware.
- Each Party shall provide all **reasonable assistance and cooperation** to the other Party, at the other Party's request, in protecting, defending, or enforcing its Intellectual Property rights before any court, tribunal, administrative authority, or other competent forum.
- Each Party shall refrain from any act or omission that may **impair, dilute, damage, or adversely affect** the other Party's right, title, or interest in its Intellectual Property or the goodwill associated therewith.
- No Party shall permit or authorize any **unauthorized person or third party** to use, access, or exploit the Intellectual Property of the other Party.
- No Party shall misuse the Intellectual Property of the other Party or use it in **combination with any other trademark, trade name, logo, or branding element** without the prior written approval of the owning Party.

"CONFIDENTIALITY"

- Each Party agrees to maintain in strict confidence and not disclose to any third party any **Confidential Information** received from or relating to the other Party, except as expressly permitted under this Agreement or as required by applicable law or regulatory authority.
- Each Party shall protect the Confidential Information of the other Party using the **same degree of care and security** as it uses to protect its own confidential and proprietary information, and in no event shall such degree of care be less than reasonable care.
- Confidential Information shall be used **solely for the purpose of performing obligations and exercising rights under this Agreement**, and shall not be used for any other purpose without the prior written consent of the disclosing Party.
- The Parties acknowledge the highly sensitive nature of customer data, transaction records, and business information, and agree that neither Party nor its directors, officers, employees, agents, contractors, or representatives shall disclose, misuse, copy, or permit unauthorized access to such Confidential Information in any manner that may compromise its confidentiality, integrity, or security.
- Each Party shall ensure that access to Confidential Information is strictly limited to those of its personnel, affiliates, or authorized representatives who have a **legitimate need to know** such information for

purposes of this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.

- Each Party shall be responsible for any breach of confidentiality caused by its employees, agents, contractors, or representatives and shall take all reasonable measures to prevent unauthorized disclosure, access, or misuse of Confidential Information.

“EXCLUSIONS FROM CONFIDENTIAL INFORMATION”

Confidential Information shall not include any information which the receiving Party can demonstrate through written records:

- was lawfully in the possession of the receiving Party prior to disclosure by the disclosing Party and was not subject to any confidentiality obligation;
- was publicly available at the time of disclosure or subsequently becomes publicly available, other than as a result of a breach of this Agreement or any other confidentiality obligation by the receiving Party or its representatives;
- was lawfully obtained by the receiving Party from a third party on a non-confidential basis, provided that such third party was not under any legal, contractual, or fiduciary obligation of confidentiality to the disclosing Party;
- was independently developed by the receiving Party or its affiliates, employees, or professional advisers without reference to, reliance upon, or use of the Confidential Information of the disclosing Party.

“PERMITTED DISCLOSURES”

- Neither Party shall disclose the Confidential Information of the other Party without the prior written consent of the disclosing Party, except as expressly permitted under this Agreement or required by law.
- A Party may disclose Confidential Information to its directors, officers, employees, affiliates, subsidiaries, holding or group companies, agents, contractors, and authorized service providers who have a legitimate need to know such information for the purposes of this Agreement, provided that such persons are bound by confidentiality obligations no less restrictive than those contained herein.
- A Party may disclose Confidential Information to its legal, financial, accounting, or other professional advisers to the extent necessary for obtaining professional advice, provided such advisers are bound by professional confidentiality obligations.
- A Party may disclose Confidential Information where such disclosure is required pursuant to applicable law, regulation, court order, or request by any governmental, judicial, or regulatory authority, including the Reserve Bank of India or any banking partner, provided that, where legally permissible, the receiving Party shall promptly notify the disclosing Party prior to such disclosure to allow the disclosing Party an opportunity to seek protective or remedial measures.

“INDEMNIFICATION”

- The User agrees to indemnify, defend, and hold harmless **TechGuru Digital Pvt. Ltd.**, its affiliates, directors, officers, employees, agents, contractors, licensors, service providers, and partners (collectively, the **“Indemnified Parties”**) from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees and expenses) arising out of or relating to:
 - the User’s use or misuse of the Services, platform, website, APIs, or applications of **TechGuru Digital Pvt. Ltd.**;
 - any breach or violation by the User of this Agreement or any other agreement with **TechGuru Digital Pvt. Ltd.**;

- any breach of the User’s representations, warranties, covenants, or undertakings under this Agreement;
 - any violation by the User of applicable laws, regulations, or regulatory requirements, including any claim, notice, investigation, or proceeding initiated by any governmental, regulatory, judicial, or third-party authority;
 - the User’s failure to obtain, maintain, or comply with any statutory, regulatory, or governmental approvals, licenses, consents, or authorizations required for performance under this Agreement;
 - any act, omission, negligence, fraud, or misconduct by the User, its employees, agents, contractors, or representatives while acting under or in connection with this Agreement;
 - any claims, losses, or liabilities arising from the User’s business operations, customer interactions, or collection activities conducted through the **TechKGuru Digital Pvt. Ltd.** platform.
- **Control of Defence and Settlement:**
TechKGuru Digital Pvt. Ltd. shall have the right, at the User’s sole cost and expense, to assume exclusive control of the defence, negotiation, and settlement of any indemnified claim. The User shall fully cooperate with **TechKGuru Digital Pvt. Ltd.** in the defence and settlement of such matters. No settlement affecting **TechKGuru Digital Pvt. Ltd.** shall be entered into without its prior written consent.
 - **Notification of Claims:**
TechKGuru Digital Pvt. Ltd. shall use reasonable efforts to notify the User upon becoming aware of any indemnifiable claim, action, or proceeding. Failure or delay in providing such notice shall not relieve the User of its indemnification obligations, except to the extent that the User is materially prejudiced by such delay.
 - **Mutual Indemnity:**
Each Party (the “**Indemnifying Party**”) agrees to indemnify and hold harmless the other Party (the “**Indemnified Party**”) from and against any losses, damages, liabilities, costs, and expenses arising directly from the Indemnifying Party’s breach of this Agreement, including breach of representations, warranties, or applicable laws.

“INTELLECTUAL PROPERTY”

- The Services, platform, and website of **TechKGuru Digital Pvt. Ltd.**, including all visual interfaces, graphics, designs, layouts, compilations, databases, content, software, application programming interfaces (APIs), computer code (including source code and object code), systems, processes, and all other related elements (collectively, the “**Materials**”), are owned, controlled, or lawfully licensed by **TechKGuru Digital Pvt. Ltd.** and are protected under applicable intellectual property and other laws.
- As between the Parties, all rights, title, and interest in and to the Materials and all associated intellectual property rights shall remain the exclusive property of **TechKGuru Digital Pvt. Ltd.**, and nothing contained in this Agreement shall be construed as granting, transferring, or assigning any ownership or proprietary rights therein to the User, except for the limited right to use the Services in accordance with this Agreement.
- The User shall not remove, obscure, alter, or tamper with any copyright, trademark, patent, or other proprietary rights notices displayed on or accessed through the Services, platform, or website, whether belonging to **TechKGuru Digital Pvt. Ltd.** or any third party.
- Except as expressly authorized in writing by **TechKGuru Digital Pvt. Ltd.**, the User shall not sell, license, sublicense, assign, distribute, copy, modify, reproduce, publish, transmit, publicly display, publicly perform, adapt, create derivative works from, reverse engineer, decompile, disassemble, or otherwise make unauthorized use of the Materials or any intellectual property of **TechKGuru Digital Pvt. Ltd.**
- Nothing in this Agreement shall be construed as granting any ownership right, title, or interest in the intellectual property of one Party to the other Party. Any permitted use of intellectual property shall be strictly limited to the performance of obligations under this Agreement.

- Each Party undertakes that it shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, or otherwise attempt to derive the composition or underlying structure of the other Party's intellectual property, except to the extent expressly permitted under applicable law.
- **Techkguru Digital Pvt. Ltd.** may use the User's name, trademark, or logo for marketing, promotional, or reference purposes only with the User's prior written consent, and any such use shall be non-exclusive and limited to the scope of such consent.
- Notwithstanding anything to the contrary contained herein, **Techkguru Digital Pvt. Ltd. shall have no obligation to advertise, market, endorse, or promote the User or the User's intellectual property.**

"MUTUAL UNDERTAKINGS (INTELLECTUAL PROPERTY)"

The Parties hereby mutually agree and undertake as follows:

- Each Party shall use the Intellectual Property of the other Party solely for the purpose of fulfilling its obligations and exercising its rights under this Agreement, and for no other purpose.
- Each Party shall use the Intellectual Property of the other Party only in the form, manner, and scope expressly approved in writing by the owning Party.
- Neither Party shall use, reproduce, distribute, display, or otherwise exploit the Intellectual Property of the other Party beyond what is expressly permitted under this Agreement without obtaining the prior written consent of the owning Party.
- Each Party shall promptly notify the other Party upon becoming aware of any actual or suspected infringement, passing off, unauthorized use, registration, or attempted registration of the other Party's Intellectual Property.
- Each Party shall provide reasonable assistance and cooperation, at the request of the owning Party, in protecting, enforcing, or defending such Party's Intellectual Property rights before any court, tribunal, regulatory authority, or other competent forum.
- Each Party shall refrain from any act or omission that may damage, dilute, impair, or adversely affect the validity, ownership, enforceability, or goodwill associated with the Intellectual Property of the other Party.
- Neither Party shall permit or authorize any unauthorized person, entity, or third party to access, use, or exploit the Intellectual Property of the other Party.
- Neither Party shall misuse the Intellectual Property of the other Party or use it in combination with any other trademarks, trade names, logos, or branding elements without the prior written approval of the owning Party.

"CONFIDENTIALITY"

- Each Party agrees to maintain in strict confidence all **Confidential Information** received from or relating to the other Party and shall not disclose such Confidential Information to any third party, except as expressly permitted under this Agreement or as required by applicable law or regulatory authority.
- Each Party shall protect the Confidential Information of the other Party using the same degree of care, security, and confidentiality that it applies to its own confidential information of a similar nature, and in any event, with no less than reasonable care.
- Confidential Information shall be used solely for the purpose of performing obligations and exercising rights under this Agreement and shall not be used for any other purpose without the prior written consent of the disclosing Party.
- The Parties acknowledge the highly sensitive nature of customer data, customer information, transaction records, and business information, and agree that neither Party nor its directors, officers, employees, agents, contractors, or representatives shall disclose, misuse, copy, or permit unauthorized access to such Confidential Information in any manner that compromises its confidentiality, integrity, or security.
- Each Party shall ensure that access to Confidential Information is restricted only to those of its employees, affiliates, agents, or authorized representatives who have a legitimate need to know such information for

the purposes of this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.

- Each Party shall be responsible for any breach of confidentiality caused by its employees, agents, contractors, or representatives and shall take all reasonable measures to prevent unauthorized disclosure, access, or misuse of Confidential Information.

“EXCLUSIONS FROM CONFIDENTIAL INFORMATION”

Confidential Information shall not include any information which the receiving Party can demonstrate through written records:

- was lawfully in the possession of the receiving Party prior to disclosure by the disclosing Party and was not subject to any obligation of confidentiality;
- was publicly known or available at the time of disclosure or subsequently becomes publicly available, other than as a result of a breach of this Agreement or any other confidentiality obligation by the receiving Party or its representatives;
- was lawfully obtained by the receiving Party from a third party on a non-confidential basis, provided that such third party was not under any legal, contractual, or fiduciary obligation of confidentiality to the disclosing Party;
- was independently developed or acquired by the receiving Party or its affiliates, employees, agents, or professional advisers without reference to, reliance upon, or use of the Confidential Information of the disclosing Party.

“PERMITTED DISCLOSURES”

- No Party shall disclose the Confidential Information of the other Party without the prior written consent of the disclosing Party, except as expressly permitted under this Agreement or required by applicable law.
- A Party may disclose Confidential Information to its directors, officers, employees, affiliates, subsidiaries, group companies, holding companies, agents, contractors, and authorized service providers who have a legitimate need to know such information for the purpose of performing obligations under this Agreement, provided that such persons are bound by confidentiality obligations no less restrictive than those contained herein.
- A Party may disclose Confidential Information to its legal, accounting, financial, or other professional advisers to the extent reasonably required for advisory purposes, provided such advisers are subject to professional confidentiality obligations.
- A Party may disclose Confidential Information where such disclosure is required pursuant to applicable law, regulation, court order, or request by any governmental, judicial, or regulatory authority, including banking partners or the Reserve Bank of India, provided that, where legally permissible, the receiving Party shall promptly notify the disclosing Party prior to such disclosure to enable the disclosing Party to seek appropriate protective measures.

“NON-SOLICITATION OF EMPLOYEES”

- The Parties agree that during the term of this Agreement and for a period of **twelve (12) months** following its termination or expiration, neither Party shall, directly or indirectly, solicit, recruit, hire, engage, or attempt to solicit, recruit, or hire any employee, consultant, or staff member of the other Party who was involved in the performance of this Agreement, without the prior written consent of the other Party.
- This restriction shall not apply to employees who independently respond to general public employment advertisements or recruitment campaigns not specifically directed at the other Party’s employees.

“NON-SOLICITATION OF CLIENTS”

- During the term of this Agreement and for a period of **twelve (12) months thereafter**, the User shall not, directly or indirectly, solicit, induce, encourage, or attempt to solicit or induce any existing or prospective client, customer, merchant, or business partner of **TechkGuru Digital Pvt. Ltd.** to terminate, reduce, alter, or adversely affect its business relationship with **TechkGuru Digital Pvt. Ltd.**
- The User shall not directly or indirectly solicit, divert, or attempt to divert any existing or prospective client or customer of **TechkGuru Digital Pvt. Ltd.** to conduct business with any competing entity or service provider in a manner that competes with or adversely affects **TechkGuru Digital Pvt. Ltd.**
- The User shall not engage with, contract with, or otherwise associate with any existing or prospective client or customer of **TechkGuru Digital Pvt. Ltd.** in any manner that interferes with, disrupts, or undermines **TechkGuru Digital Pvt. Ltd.’s** business relationship with such client or customer during the term of this Agreement.

“COUNTERPARTS”

- This Agreement may be executed in one or more counterparts, including electronically, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same legally valid and binding Agreement.
- Execution and delivery of this Agreement by electronic means, including scanned signatures or digital signatures, shall be deemed valid and enforceable to the fullest extent permitted under applicable law.

“TERMS & TERMINATION”

“16.1 Term and Renewal”

- This Agreement shall come into force on the **Effective Date** and shall remain valid and binding for a period of **three (3) years** from such date (the “**Initial Term**”), unless terminated earlier in accordance with the provisions of this Agreement.
- Upon expiry of the Initial Term or any subsequent renewal term, this Agreement shall automatically renew for successive periods of **one (1) year** each (each a “**Renewal Term**”), unless either Party provides written notice of its intention not to renew at least **thirty (30) days** prior to the expiry of the then-current term.
- Either Party may terminate this Agreement without assigning any reason by providing at least **thirty (30) days’ prior written notice** to the other Party.

“16.2 Termination for Cause”

Either Party may terminate this Agreement by providing **thirty (30) days’ written notice** to the other Party upon the occurrence of any of the following events:

- if the other Party commits a material breach of any provision of this Agreement and fails to remedy such breach within **thirty (30) days** after receiving written notice specifying the breach;
- if, in the reasonable opinion of the terminating Party, the other Party becomes incapable, unfit, or unsuitable to perform its obligations under this Agreement due to regulatory, operational, or reputational concerns;
- if the other Party becomes subject to any voluntary or involuntary bankruptcy, insolvency, liquidation, receivership, or similar proceedings, or ceases or threatens to cease its business operations.

“16.3 Termination with Immediate Effect”

Notwithstanding anything contained herein, either Party may terminate this Agreement **immediately, without prior notice**, upon the occurrence of any of the following events:

- any act, omission, or default by the other Party that materially damages or is likely to damage the terminating Party’s reputation, goodwill, or business interests;
- any breach of the Confidentiality or Intellectual Property provisions of this Agreement;
- occurrence of a force majeure event that materially affects the performance of obligations under this Agreement and continues for an extended duration;
- any change in ownership, shareholding, management, or control of the other Party that adversely affects its ability to perform its obligations;
- conviction of any director, partner, proprietor, or key managerial personnel of the other Party for any criminal offence involving fraud, dishonesty, or moral turpitude;
- failure by the User to maintain adequate technical infrastructure or connectivity required for the Services, where such failure continues for more than **ninety (90) days** after written notice from **TechkGuru Digital Pvt. Ltd.**;
- any regulatory direction, legal requirement, or instruction from a bank, payment network, or regulatory authority requiring termination or suspension of Services.

“16.4 Consequences of Termination”

Upon termination or expiration of this Agreement for any reason:

- **TechkGuru Digital Pvt. Ltd.** shall have the right to immediately suspend or terminate the User’s access to its platform, and no further Transactions shall be processed;
- All licenses, rights, and permissions granted under this Agreement shall automatically terminate, unless otherwise agreed in writing;
- The User shall immediately cease all use of **TechkGuru Digital Pvt. Ltd.’s** platform, trademarks, branding, Intellectual Property, and Materials;
- The User shall promptly return or, if instructed, securely destroy all Confidential Information, documents, materials, and data belonging to **TechkGuru Digital Pvt. Ltd.**, and shall certify such return or destruction in writing upon request;
- The User shall return all equipment, systems, documents, and materials provided by **TechkGuru Digital Pvt. Ltd.** in connection with this Agreement;
- **TechkGuru Digital Pvt. Ltd.** may disable or remove any software, credentials, or system integrations provided to the User;
- The User shall continue to comply with its obligations during any applicable notice period and shall ensure proper handling and redirection of customer communications;
- Termination shall not affect any rights, obligations, liabilities, or claims accrued prior to the effective date of termination;
- Termination shall be without prejudice to any rights or remedies available to either Party under applicable law, contract, or equity.

“ARBITRATION”

- Any dispute, controversy, difference, or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach, or termination, or the Services provided hereunder, shall be finally resolved by **binding arbitration** in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, as amended from time to time.
- The arbitration shall be conducted by a **sole arbitrator**, mutually appointed by **TechkGuru Digital Pvt. Ltd.** and the concerned User. In the event the Parties fail to mutually agree upon the appointment of the

arbitrator within thirty (30) days of a written request for arbitration, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- The **seat and legal place of arbitration** shall be **New Delhi, India**, and the arbitration proceedings shall be conducted in the English language.
- The arbitration shall be conducted on an **individual basis only**, and the Parties expressly waive any right to participate in any class, consolidated, representative, or collective arbitration proceedings.
- The arbitral award shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction in accordance with applicable law.
- Nothing in this clause shall prevent either Party from seeking **interim, injunctive, or conservatory relief** from any court of competent jurisdiction in New Delhi, India, for the protection of its rights, property, confidential information, or intellectual property pending the constitution or completion of arbitration proceedings.
- The arbitration proceedings, including all pleadings, evidence, documents, and the award, shall be strictly confidential and shall not be disclosed by either Party except as required by law, regulatory authority, or for purposes of enforcement of the arbitral award.
- The administrative costs and fees of arbitration shall be shared equally between the Parties unless otherwise determined by the arbitrator in the award. Each Party shall bear its own legal fees, professional charges, and preparation costs.

“GOVERNING LAW AND JURISDICTION”

- This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.
- Subject to the Arbitration clause contained herein, the courts located in **Noida, Uttar Pradesh, India** shall have exclusive jurisdiction over matters arising out of or in connection with this Agreement.

“FORCE MAJEURE”

- **TechGuru Digital Pvt. Ltd.** shall not be liable for any failure, delay, interruption, or suspension in performance of its obligations under this Agreement to the extent such failure or delay is caused by events beyond its reasonable control.
- Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party as soon as reasonably practicable and shall be relieved from performance of its obligations to the extent and for the duration of such event.
- Such non-performance shall not constitute a breach of this Agreement.
- Force Majeure events shall include, without limitation: acts of God, natural disasters, earthquakes, floods, fire, war, terrorism, civil unrest, riots, strikes, lockouts, labor disputes, government actions, regulatory restrictions, pandemics, epidemics, cyberattacks, hacking incidents, malware or virus attacks, communication or power failures, system outages, or any other events beyond reasonable control.

“RECORDS AND AUDIT”

- **TechGuru Digital Pvt. Ltd.** shall have the right to access and review the User’s transaction records, books, systems, and data relating to the Services provided under this Agreement.
- Upon providing at least **two (2) business days’ prior written notice**, **TechGuru Digital Pvt. Ltd.** may conduct audits or inspections, either directly or through internal auditors, external auditors, or authorized agents, during normal business hours.
- The User shall cooperate fully and provide reasonable access to records, documents, systems, and personnel as required.
- Regulatory authorities, banking partners, or persons authorized by them shall have the right to inspect the User’s records, systems, and documents within a reasonable time in accordance with applicable law.

“PUBLIC RELATIONS”

- Upon execution of this Agreement, the Parties may publicly announce their cooperation or business relationship, provided that any press release, public statement, or promotional material referencing the other Party shall require prior written approval of such Party, which shall not be unreasonably withheld or delayed.

“SEVERABILITY”

- If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be unlawful, invalid, or unenforceable, such provision shall be modified or severed to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

“ASSIGNMENT”

- The User shall not assign, transfer, delegate, or subcontract this Agreement or any of its rights or obligations hereunder without the prior written consent of **TechkGuru Digital Pvt. Ltd.**
- **TechkGuru Digital Pvt. Ltd.** may assign or transfer this Agreement, in whole or in part, to any affiliate, successor, or third party without restriction.
- Any assignment made in violation of this clause shall be null and void.

“SURVIVAL”

- The provisions relating to Intellectual Property, Confidentiality, Indemnification, Limitation of Liability, Arbitration, Governing Law, Non-Solicitation, and any other clauses which by their nature are intended to survive termination, shall survive the termination or expiration of this Agreement.

“ENTIRE AGREEMENT”

- This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, negotiations, representations, communications, or agreements, whether written or oral.

“NOTICE”

- Notices to the User may be provided via registered email, post, courier, platform notification, website publication, or any other reasonable mode of communication.
- Notices to **TechkGuru Digital Pvt. Ltd.** shall be sent by registered post, courier, or official email to its registered office address or such other address as may be notified in writing.
- Notices shall be deemed received upon actual delivery or acknowledgment, as applicable.

“WAIVER”

- Failure or delay by **TechkGuru Digital Pvt. Ltd.** in exercising any right or enforcing any provision under this Agreement shall not constitute a waiver of such right or provision.
- Any waiver shall be valid only if made in writing and signed by an authorized representative of **TechkGuru Digital Pvt. Ltd.**

“RELATIONSHIP BETWEEN THE PARTIES”

- Nothing contained in this Agreement shall be construed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the Parties.
- The Parties shall act as independent contractors, and neither Party shall have authority to bind, represent, or obligate the other Party in any manner whatsoever.

“MISCELLANEOUS”

- In addition to this Agreement, the User agrees to comply with and be bound by the Terms and Conditions available on the **TechkGuru Digital Pvt. Ltd.** portal, as amended from time to time.
- The most current version of the Terms and Conditions shall be published on the official website of **TechkGuru Digital Pvt. Ltd.** and shall be deemed incorporated into this Agreement by reference.
- Any capitalized terms used but not defined in this Agreement shall have the meanings assigned to them in the applicable Terms and Conditions.
- For the purposes of this Agreement, **TechkGuru Digital Pvt. Ltd.** and the User shall collectively be referred to as the **“Parties”** and individually as a **“Party.”**

FOR AND ON BEHALF OF		
COMPANY	AUTHORIZED SIGNATORY	DESIGNATION
TECHKGURU DIGITAL PVT. LTD	AZIM RAFIK MITHANI	FOUNDER & CFO

“SCHEDULE A”

“PROHIBITED PRODUCTS AND SERVICES”

The User agrees and undertakes that no Transaction facilitated through **TechkGuru Digital Pvt. Ltd.** shall directly or indirectly involve, relate to, or facilitate the offer, sale, purchase, distribution, promotion, or exchange of any of the following prohibited products, services, or activities:

1. Weapons and Hazardous Materials

- Firearms, ammunition, explosives, military equipment, armaments, weapon parts, or accessories (including knives, brass knuckles, gun components, etc.);
- Pyrotechnic devices, explosives, combustibles, corrosive substances, hazardous chemicals, or dangerous materials;
- Toxic, flammable, radioactive, or otherwise regulated hazardous substances.

2. Adult, Obscene, and Offensive Content

- Pornography, sexually explicit or suggestive materials, escort services, prostitution, or adult entertainment services;
- Access to pornographic, illegal, or obscene websites or memberships;
- Child pornography, animal pornography, or exploitative content in any form;
- Goods or content that defame, slander, promote hatred, discrimination, intolerance, communal disharmony, or incite violence.

3. Alcohol, Drugs, and Pharmaceuticals

- Sale or distribution of alcohol without required licenses;
- Illegal drugs, narcotics, psychotropic substances, controlled substances, herbal intoxicants (including salvia, magic mushrooms), or related paraphernalia;
- Products intended to circumvent drug testing;
- Unlicensed pharmaceuticals, restricted chemicals, non-approved medicines, or counterfeit medical products.

4. Illegal, Counterfeit, and Restricted Goods

- Human body parts, organs, or human remains;
- Counterfeit, imitation, unauthorized, or replica branded goods;
- Unauthorized copies of copyrighted content (books, music, films, software, video games, etc.);
- Devices intended to circumvent copyright protections;
- Cable descramblers, signal theft devices, or similar equipment;
- Any recalled, stolen, or unlawfully obtained goods.

5. Gambling, Financial Crime, and High-Risk Financial Activities

- Gambling, betting, casinos, lotteries, sweepstakes, fantasy sports, or games of chance (unless expressly permitted under applicable law and pre-approved in writing);
- Money laundering activities or suspicious financial services;
- Unlicensed forex trading, remittance services, or fund transfer businesses;
- Sale or dealing in virtual currencies, cryptocurrencies, digital tokens, credits, or similar monetizable digital assets unless specifically permitted by law and pre-approved;
- Unauthorized securities trading or sale of regulated financial instruments.

6. Government-Related and Regulated Items

- Fake or unauthorized government identification documents (passports, licenses, diplomas, IDs, titles);
- Government uniforms, badges, insignia, or law enforcement equipment;
- Regulated or restricted goods including surveillance equipment, lock-picking tools, industrial chemicals, pesticides, refrigerants, mercury batteries, postage meters, license plates, car titles, airbags, or similar regulated items.

7. Wildlife, Animals, and Endangered Species

- Live animals (unless permitted under applicable law and pre-approved);
- Animal hides, skins, ivory, teeth, nails, or animal derivatives;
- Endangered species or protected wildlife, flora, fauna, or their derivatives.

8. Technology Misuse and Illegal Activities

- Hacking, cracking, phishing tools, malware, spyware, or any software designed to gain unauthorized access;
- Guides or services facilitating unlawful acts;
- Fraud schemes, pyramid schemes, or get-rich-quick schemes;
- Miracle cures or unsubstantiated medical claims not supported by regulatory approval.

9. Business Conduct Restrictions and Reputational Risk

- Bulk marketing databases, unsolicited messaging tools (spam tools);
- Tele-calling database providers;
- Auction houses or bidding platforms (unless approved);
- Businesses prone to excessive chargebacks, fraud, or reputational risk;
- Entities located in or operating from jurisdictions classified as high-risk by the Financial Action Task Force (FATF);
- NGOs, trusts, charitable institutions, or politically exposed entities without prior written approval;
- Businesses banned under Indian law or engaging in activities promoting moral turpitude or public disorder;
- Activities prohibited by the Telecom Regulatory Authority of India or other regulators.

10. General Prohibition

- Any product, service, or activity that violates applicable local, state, national, or international laws, including the laws of India;
- Any activity that may expose **TechGuru Digital Pvt. Ltd.** to regulatory, reputational, financial, or operational risk.

“Amendment of Prohibited List”

TechGuru Digital Pvt. Ltd. reserves the right to amend, modify, expand, or update this list of prohibited products and services at any time to reflect changes in applicable law, regulatory requirements, banking partner policies, or internal risk management standards. Such updates shall be effective upon notification to the User or publication on the **TechGuru Digital Pvt. Ltd.** platform.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

For and on behalf of

TechGuru Digital Pvt. Ltd.

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

For and on behalf of - **[Name of the User / Entity]**

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Witness 1

Signature: _____

Name: _____

Address: _____

Witness 2

Signature: _____

Name: _____

Address: _____