

TERMS OF SERVICE

Welcome to CredCheck!

Greenizon Agritech Consultancy Private Limited, a company incorporated under the laws of India and having its registered office at 711, Trade Centre Building, Opp MTNL Building, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051 (“**Company**”, “**we**”, “**us**”, “**our**”), has developed and owns the CredCheck platform (“**Platform**”) to provide the user(s) registered with the Platform (“**user**”, “**you**”, “**your**”) with a bespoke report(s) (“**Report(s)**”) in relation to its customer(s) (“**Data Subject**”) (“**Services**”).

These terms and conditions (“**Terms of Service**”) govern your usage of the Platform and the Reports generated on the Platform and constitute a binding agreement between you and the Company. By visiting the Platform, you agree to be bound by the Terms of Service. We reserve the right to change and/or modify the Terms of Service at any time, at our sole discretion, without any prior notice to the user. Your continued use of the Platform will signify that you accept the new or modified Terms of Service. However, you hereby agree that you will be solely responsible to view the Terms of Service on the Platform, from time to time, to stay abreast of any changes and/or modifications that we may introduce.

The Company offers this Platform, including all information, tools and services to you subject to and upon your acceptance of all the terms and conditions stated herein and the Privacy Policy of the Company (accessible at <https://uas.credcheck.in/privacy-policy>).

1) REGISTRATION AND SERVICES:

By registering on the Platform, you certify that all information you provide, now or in the future, is and will be true and accurate. You agree to provide such information and documents as the Company may require, from time to time, in relation to the know-your-customer (KYC) requirements as required by the Company.

We reserve the right to cancel your registration, at our sole discretion, without any prior notice, if you do not login on the Platform for a continuous period of 90 (Ninety) days.

The delivery of the Reports will be provided through a login-based dashboard on the Platform and access will be provided to the user only basis successful authentication of the user. The user will receive an email with the link for authentication of the user. The user will be required to authenticate himself through such a link provided by way of email for the purpose of successful authentication.

The Company reserves the right, in its sole discretion, to deny you the access to the Platform or any portion thereof, without providing any notice, for the following reasons: (a) by the Platform for any unauthorized access or use of the Platform; or (b) by the Platform if you assign or transfer (or attempt to assign or transfer) any rights granted to you under the Terms of Service; or (c) if you violate any of the other terms and conditions of the Terms of Service.

By registering, you agree to get periodic SMS alerts and periodic newsletters.

You agree and understand that any and all information contained in the Reports and the Services has been collated by the Company based on the information provided by various third-party entities and the Company shall not be responsible for the accuracy, completeness, and veracity of any and all such information as provided or as collated by the Company. You also understand that the information is current and up to date to such an extent as provided by the third-party entities and is subject to changes and amendments made thereafter and the Company shall not be responsible in the event my information is not updated by the third-party entities. You acknowledge and agree that any information contained herein does not reflect the views of the Company or its directors or employees.

You agree that the provision of the Reports and the Services shall be limited to the territory of India.

You understand that all applications for the Reports shall be provided by the Company only on submission by me/us of the duly completed request forms for the Reports on the Platform and any incomplete form shall be rejected by the Company at its sole discretion.

2) LICENSE:

The Company hereby grants you a limited, non-exclusive, non-assignable and non-transferable license to access the Platform provided and expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in the Terms of Service.

3) COPYRIGHT & NO RETRANSMISSION OF INFORMATION:

The Platform, as well as the design and information on the Platform are valuable and exclusive property of the Company and nothing in the Terms of Service shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. All information on the Platform is the proprietary and confidential property of the Company. You agree not to disseminate or rebroadcast, in any way, any of the information on the Platform for any reason whatsoever.

You may not resell, redistribute, or transfer the information available in the Reports or on the Platform or use such information in a searchable, machine-readable database unless separately and specifically authorised, in writing, by the Company, prior to such use. You may not rent, lease, sublicense, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store the Reports or the information on the Platform, any part thereof, or any of the information received or accessed therefrom to or through any other person or entity unless separately and specifically authorised, in writing, by the Company, prior to such use.

Any such action, without our prior written authorisation, shall entail immediate termination of the Terms of Service and the user's access to the Platform, without prejudice to the other rights of and remedies available to the Company.

4) DELAYS IN SERVICES:

Neither the Platform nor the Company (including its officers, directors, employees, affiliates, agents, representatives, partners, and/or subcontractors) shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, pandemic, natural calamities, arson, civil disturbance, fire, acts of God, riots, armed conflicts, acts of war, or and any other reasons

beyond the reasonable control of a person. You acknowledge and agree that by providing the Reports and the Services, the Company is acting as a facilitator and does not warrant that the usage of the Platform will be uninterrupted or error free. The Company shall have no responsibility to provide you access to the Platform while interruption of Services provided on the Platform due to any such cause continues.

5) LIMITATION OF LIABILITY:

THE COMPANY SHALL NOT BE RESPONSIBLE AND DISCLAIMS ALL RESPONSIBILITIES FOR ANY CLAIM, LIABILITY, OR ANY DAMAGE RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO THE USE OR THE INABILITY TO USE THE REPORTS OR THE PLATFORM OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA.

YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK.

THE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES PUBLISHED ON THIS PLATFORM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE CONTENTS HEREIN. THE COMPANY MAY MAKE MODIFICATIONS, IMPROVEMENTS AND/OR CHANGES IN THE PLATFORM, AT ANY TIME. THE PLATFORM MAY BE TEMPORARILY UNAVAILABLE, FROM TIME TO TIME, DUE TO REQUIRED MAINTENANCE, TELECOMMUNICATIONS INTERRUPTIONS, OR OTHER DISRUPTIONS. THE COMPANY (AND ITS OFFICERS, DIRECTORS, SUPPLIERS, CONSULTANTS, ADVERTISERS, AFFILIATES, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND/OR ANY OTHER ASSOCIATED ENTITIES, (COLLECTIVELY REFERRED TO AS ASSOCIATED ENTITIES HEREAFTER)) SHALL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY SHOULD THE COMPANY EXERCISE ITS RIGHT TO MODIFY, IMPROVE, CHANGE AND/OR DISCONTINUE ANY OR ALL OF THE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES PUBLISHED ON THIS PLATFORM.

THE COMPANY AND/OR ITS RESPECTIVE ASSOCIATED ENTITIES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES CONTAINED ON THIS PLATFORM OR IN THE REPORTS FOR ANY PURPOSE. ALL SUCH CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY AND/OR ITS ASSOCIATED ENTITIES SHALL NOT BE RESPONSIBLE TO VERIFY THE CORRECTNESS OF THE INFORMATION SET OUT IN ANY REPORT AND HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THESE CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND AVAILABILITY. IN NO EVENT SHALL THE COMPANY AND/OR ITS ASSOCIATED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THE USE OF THIS PLATFORM OR ANY CONSEQUENCES ARISING OUT OF INFORMATION SUBMITTED BY YOU OR WITH THE DELAY OR INABILITY TO USE THIS PLATFORM, OR FOR ANY CONTENTS, INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES OBTAINED THROUGH THIS

PLATFORM, OR OTHERWISE ARISING OUT OF THE USE OF THIS PLATFORM, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS ASSOCIATED ENTITIES HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

6) USE OF PLATFORM:

You will use the Platform only for the respective Services offered by the Company through this Platform. You agree that when using the Platform, you shall not do any of the following:

- 6.1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 6.2. Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information.
- 6.3. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- 6.4. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

7) EQUIPMENT AND OPERATION:

You shall maintain all telephone/internet and other equipment necessary to access the Platform and the costs of any such equipment and/or telephone/internet connections or use, including any applicable taxes, shall be borne solely by you. You are responsible for operating your own equipment used to access the Platform.

8) INFORMATION DISCLAIMER:

You acknowledge that the information provided to you through the Platform is compiled from sources, which are beyond the control of the Company and/or the Platform. You acknowledge that inaccuracies may occur and the Company does not warrant the accuracy or suitability of the information. The Reports provided are a mere imputation after analysing the data collated from various sources and does not constitute independent professional advice. The Company not endorse or guarantee the reliability of data from third-party sources, nor do we warrant the accuracy, completeness, or timeliness of the information or material contained in the Reports. The Reports are intended for informational purposes only and should not be the sole basis for making financial, investment, or operational decisions. You may use the information provided under the Reports at your own responsibility. All information is subject to change without notice. Due to the nature of the information and its origination from public records and various other sources, the information provided under the Reports is on an 'as-is' basis. You should make your own enquiries before entering into any transaction on the basis of the information or material in the Reports.

For this reason, as well as the possibility of human and mechanical errors and other factors, YOU ACKNOWLEDGE THAT THE PLATFORM, AND ANY DATA, INFORMATION, SERVICES, PRODUCTS, FEATURES AND/OR SOFTWARE, IS PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, OF

ANY KIND TO THE USERS AND/OR ANY THIRD PARTY, INCLUDING ANY IMPLIED WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. FURTHER, THE COMPANY DOES NOT REPRESENT OR WARRANT THAT IT WILL MEET YOUR REQUIREMENTS OR IS SUITABLE FOR YOUR NEEDS.

The Company shall incur no liability and shall not be required to indemnify you for any loss, damages, claims or expenses incurred by me/us for any incorrect reports provided due to incorrect information and/or documents provided by me/us or if for any technical reason, any incorrect report is provided otherwise.

Under the Terms of Service, you assume all risk of errors and/or omissions in the Platform, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the Platform, including the information, and for maintaining any means, which you may require for the reconstruction of lost data or subsequent manipulations or analysis of the information on the Platform.

9) LINKS TO THIRD PARTY SITES:

The Platform may provide links to other websites or resources on the Platform which will allow you to leave the Platform. The linked sites are not under the control of the Company. The Company has not reviewed, nor approved these sites and you hereby acknowledge and agree the Company is not responsible for the contents, advertisements, products or omissions on any linked site or any links contained in a linked site. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such linked site. The inclusion of any linked site does not imply endorsement by the Platform and/or the Company.

10) INDEMNIFICATION:

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, ASSOCIATES, GROUP COMPANIES, AGENTS, REPRESENTATIVES, PARTNERS AND/ OR SUBCONTRACTORS) FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, OBLIGATIONS, LIABILITIES, COSTS, CHARGES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH OR AS A RESULT OF: (a) your access and use of the Platform; or (b) any non-compliance by you with the Terms of Service hereof; or (c) any third party actions related to users receipt and use of the information, whether authorised or unauthorised. This indemnification obligation shall survive the Terms of Service and use of the Platform.

11) CONFLICTING TERMS:

If there is any conflict between this Terms of Service and any other document, this Terms of Service shall prevail, whether such other document is prior to or subsequent to this Terms of Service, or is signed or acknowledged by any director, officer, employee, representative or agent of the Company.

12) ATTORNEY'S FEES:

If the Company takes action (by itself or through its officers, directors, employees, representatives, agent, affiliate or associate companies) to enforce any of the provisions of this Terms of Service, including collection of any amounts due hereunder, the Company shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs and expenses incurred by the Company in respect of any such litigation in respect of this Terms of Service.

13) ENTIRE AGREEMENT:

This Terms of Service constitutes the entire agreement between the Company and you, and no other agreement, written or oral, exists between you and the Company. By using the Information on the Platform, you assume full responsibility for any and all gains and losses, financial, emotional or otherwise, experienced, suffered or incurred by you. The Company and/or the Platform does not guarantee the accuracy, completeness or timeliness of the information.

14) TERMINATION:

This Terms of Service and the license rights granted hereunder shall remain in full force and effect unless terminated or cancelled for any of the following reasons: (a) immediately, by the Platform for any unauthorized access or use by you; or (b) immediately, by the Platform if you assign or transfer (or attempt to assign or transfer) any rights granted to you under this Terms of Service; or (c) immediately, if you violate any of the other terms and conditions of this Terms of Service. Termination or cancellation of this Terms of Service shall not affect any right or relief to which the Platform or the Company may be entitled, at law or in equity. Upon termination of this Terms of Service, all rights granted to you will terminate and revert to the Platform. Except as set forth herein, regardless of the reason for cancellation or termination of this Terms of Service, the fee charged if any for access to the Platform is non-refundable for any reason.

15) TERMS OF PAYMENT, VALIDITY, REFUND AND CANCELLATION:

The charges for the Services availed through the Platform shall be as stipulated by us on the Platform, from time to time, and you agree to pay the same. The charges for any Services may be amended by us, from time to time, at our sole discretion, subject to applicable laws.

You acknowledge and agree that the charges as specified are the cost of a report or other products and services, as may be applicable and other charges, including but not limited to, any delivery charges, payment gateway charges and taxes and other duties which shall be payable by you, as applicable and prescribed on the Platform relating to costs that the Platform may incur for the purposes of facilitating you in the payment mechanism and in getting your report or other products and services delivered at your validated address.

All credit purchases made through the Platform are final, non-cancellable, and non-refundable. Once credits are allocated to your account following a completed transaction, the purchase is deemed irrevocable and cannot be reversed under any circumstances. You are strongly encouraged to assess your service requirements thoroughly prior to purchasing credits, as no refund or cancellation requests will be entertained, regardless of whether the credits are subsequently used. This policy is in place to preserve the operational efficiency and equitable access to the Platform's services for all users.

Credits shall remain valid for a period of twelve (12) months from the date of purchase. Any unused credits remaining after the expiration of this period shall automatically expire and become inaccessible.

16) CONSENT FOR SERVICES AND SHARING PERSONAL DATA/ SENSITIVE PERSONAL DATA/ INFORMATION THROUGH THE PLATFORM:

You hereby agree and give consent to the Company for providing you the Services through the Platform.

You hereby expressly agree and give consent to the Company for sharing and/or displaying sensitive personal information as provided by you, including information which may constitute as sensitive personal data or information, such as the name of the user, name of the point of contact/ authorised person of the user, the email id of the user, the mobile number of the user, and the GSTIN of the user, with the Platform's service providers, as may be necessary for provision of the Services, however, this data shall be deleted promptly at your written request to the Platform.

You hereby agree and understand that the Company shall have the sole right to suspend temporarily or cancel services without prior any written intimation.

17) GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION:

The Terms of Service shall be governed by and subject to the laws of India.

All disputes, differences and/or claims arising out of these Terms of Service or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties shall be settled by arbitration to be held in Mumbai in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory amendments thereof or any statute enacted for replacement thereof) and shall be referred to the sole arbitration of a person to be nominated mutually by the parties. The arbitration proceedings shall be conducted in English.

The Parties agree that if the process of the courts is required to be invoked for enforcement of this provision, the competent courts at Mumbai, India shall have exclusive jurisdiction and the parties submit to the same.

18) SEVERABILITY

If any provision of these Terms of Service is invalid, unenforceable or prohibited by law, these Terms of Service shall be considered divisible as to such provision and such provision shall be inoperative

and the remainder of Terms of Service shall continue to remain valid, binding as though such provision was not included herein. In such an event, the Parties shall make all possible efforts to replace the invalid/ unenforceable/ illegal provision with a valid, enforceable and legal provision embodying the intention of the Parties as gathered from the earlier provision.

19) CONTACT INFORMATION:

Questions about the Terms of Service should be sent to us at contact@CredCheck.in or by mail using the details provided below:

Greenizon Agritech Consultancy Private Limited

Registered Address at: 711, Trade Centre Building, Opp MTNL Building, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, India - 400051