

TERMS AND CONDITIONS.

This document Agreement¹ (hereinafter referred to as **“Agreement”**) records the terms and conditions that apply to the access and use of the Website “www.goniyo.com” and its Mobile Applications i.e Niyo, Niyo Bharat, Niyo Benefit, Niyo Assist, all related applications, etc available at android and iOS platforms (collectively be referred to as **“Website”**), which is managed and operated by Finnew Solutions Private Limited, (hereinafter collectively be referred to as **“Company”** or **“Niyo”** or **“We”** or **“Us”**), incorporated under the laws of India and registered under the Companies Act, 2013.

By accessing the Website or registering your information on the Website or availing the services of the Company , the users (hereinafter referred to as **“you”** or **“your”** or **“Customer”** or **“user”**) agree to be bound by this Terms of Use and conditions (**“TOU”** or **“Terms”** or **“Terms and conditions”**). These TOU along with Privacy Policy describes our relationship with you and will be subject to the rules, guidelines, policies, terms, and conditions applicable to any specific Service that is provided through this Website and they shall be deemed to be incorporated into this TOU and shall be considered as part and parcel of this TOU.

You accept this TOU when you visit our Website, sign up for, access, or use our products, services, content, features, technologies or functions offered on our Website and all related sites, applications, and services (collectively referred to as **“Services”** or **“Niyo Services”**). You understand and agree that Niyo will treat your use of the Services as acceptance of these Terms from such point of usage. You may not use the Services if you do not accept the Terms. If you do not agree to be bound by these Terms and the Privacy Policy, you may not use the Website in any way. Niyo reserves the right at any time, at its sole discretion, to amend or otherwise modify the TOU without prior notice, and your continued access or use of this Website signifies your assent/ratification of the updated or modified TOU.

1. NIYO PRODUCTS AND SERVICES

(i) NIYO X SERVICES: -

- a. Niyo, in partnership with Equitas Small Finance Bank, provides an extraordinary saving bank account with best user experience. In addition to the general terms and conditions mentioned under this TOU, you agree to the below links which shall be read in conjunction and form part and parcel of these TOU.

https://equitasbank.com/sites/default/files/Niyo_SA_SOC.pdf

https://equitasbank.com/sites/default/files/Niyo_Terms_and_Conditions.pdf

- b. Niyo, in partnership with IDFC First Bank, have built a smart, secure, and transparent banking experience that puts you in control. A saving bank account loaded with extraordinary features. The detailed terms and condition for the Niyo

¹ The Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures.

IDFC First Bank account are available at <https://www.idfcfirstbank.com/t&c/tc-general-conditions.html>. The said T&C shall be read in conjunction and form part & parcel of these TOU.

(ii) NIYO GLOBAL SERVICES

- a. Niyo, in partnership with DCB Bank, provides a Niyo Global Card which can be used around the globe and have additional features. The detailed terms and condition for the Niyo Global Card are available at <https://www.dcbbank.com/pdfs/DCB-Niyo-Global-Card-Terms-and-Conditions.pdf> & <https://www.dcbbank.com/pdfs/SOC-for-DCB-NiYO-Global-Card.pdf>. The said T&C shall be read in conjunction and form part & parcel of these TOU.

(iii) NIYO BHARAT SERVICES: -

- a. Niyo, in partnership with Yes and DCB banks, provides for a Lifetime zero balance prepaid card (open loop Pre-paid Instrument) for blue collar employees. It provides for Easy fund transfer, virtual-linked account, multilingual app and many more features on the go. The detailed terms and condition for the Niyo prepaid card/Salary account are available at https://www.yesbank.in/pdf/yesbank_niyo_english_pdf and <https://www.dcbbank.com/pdfs/DCB-Rupay-Prepaid-Terms-and-Conditions.pdf> respectively. The said T&C shall be read in conjunction and form part & parcel of these TOU.

(iv) NIYO MONEY SERVICES: -

- a. The purpose of Niyo Money is to keep track and manage your personal finances and investments made by you. The Company offers You a technology platform via the Website which helps You track and manage Your investments in mutual funds and insurance obtained by You on the Website. The Company as an intermediary platform enables You to browse through various Third-Party Entities and chose to invest in products from such Third Party Entity that is best suited for Your needs. The detailed terms and condition for Niyo Money are available at https://static.goniyo.com/legal/Niyo_Wealth_Legal_TC.pdf, <https://www.niyomoney.com/terms>, <https://www.niyomoney.com/privacy-policy>, <https://www.niyomoney.com/refunds>, <https://www.niyomoney.com/commission> and <https://www.niyomoney.com/mf-scheme-docs>. The said T&Cs shall be read in conjunction and form part & parcel of these TOU.

(v) NIYO BILL PAYMENT SERVICES: -

- a. Niyo provides a facility to its Users on the Website to view bills or pre-paid plans and make payments to Billers and receive other ancillary services. Such services are provided through third party aggregators with whom Niyo has contractual

arrangements. The terms and conditions for such promotional rewards are provided in the relevant section of the TOU.

(vi) REFERRAL ARRANGEMENTS: -

- a. Niyo has entered into contractual arrangements with third-party service providers wherein Niyo shall be acting as a Referrer and facilitator and will introduce the customer/Users with the actual platform provider post which clients will be directly sharing their details on such third party platforms. Once customers have been referred, they are solely responsible for any and all orders placed by them and understand that all orders are unsolicited and based on their own investment decisions.

(vii) REWARDS AND OTHER SERVICES: -

- a. Niyo may from time to time may provide incentives/rewards in the form a scratch cards/rewards to users for any referral activity. The terms and conditions for such promotional rewards are provided in the relevant section of the TOU.

2. ELIGIBILITY AND REGISTRATION INCLUDING THIRD-PARTY T&C

- a. By accepting these TOU, You hereby declare and confirm that: -
 - i. You are a resident of India,
 - ii. Above 18 (Eighteen) years of age,
 - iii. Have the capacity to enter legally binding contract as specified under the Indian Contract Act, 1872, while availing the Services offered by the Company.
 - iv. You are not barred or otherwise legally prohibited from accessing or using the Services under the laws of India or any applicable law.
- b. In order to use the Niyo products and Services, You need to register on the Niyo Website and provide Us with accurate and complete information. You may always be required to create an account over the Website and to keep your account and contact information complete and updated. Niyo reserves the right to terminate any account if found to contain incorrect and/or outdated information. For creation of such account you shall not infringe upon the intellectual property rights of any third-party and shall not use the same for any unlawful purpose. For availing the Services, additional terms and conditions will apply. Kindly read these additional terms and conditions. You shall be solely responsible for maintaining the confidentiality of your password and Login ID that allows you to access the Service and Website. The information provided by you for creation of your account shall be considered as Registration information. You shall be responsible for all activities that occur through your account or password. You agree to notify Niyo immediately of any unauthorized use of your account or any

other breach of security. Niyo shall not be liable for any unauthorized use or access of your account.

- c. For providing or completion of the Services, Niyo may facilitate provision of third-party products or services to you within the Website or redirect you to such third-party application and website. In order to use these third-party products or services, you may need to accept additional terms and conditions and meet additional requirements as specified on their mobile application and website. Any redirection to third-party page shall be governed by their terms and conditions and Niyo shall not be responsible for the same. 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 site or resource. Your interaction with any third party accessed through the Website is at your own risk, and Company will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the third parties.

3. PROPRIETARY RIGHTS, WEBSITE ACCESS AND COMMUNICATION POLICY

- a. You acknowledge and agree that Niyo owns all rights, title and interest in and to the Services and the Website, including any intellectual property rights which subsist in the Services (whether registered or not) and the website. You further acknowledge that the Services may contain information which is designated confidential by Niyo and that you shall not disclose such information without Niyo's prior written consent.
- b. Niyo grants you a limited license to access and make personal use of the Website and the Services. This license does not confer any right to download, copy, create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in the Services. You do not have the right to use any of Niyo's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You do not have the right to remove, obscure, or alter any proprietary rights notices (including trademark and copyright notices), which may be affixed to or contained within the Services. You will not copy or transmit any of the Services. You shall not use this Website or its contents for any commercial purpose or make any speculative, false, or fraudulent transaction.
- c. By making use of the Website, and furnishing your personal/contact details, you hereby agree that you are interested in the Services, offers, campaigns etc. that Niyo or any other third party may offer/provide/share/send to you from time to time through any means including but not limited to telephone, SMS (short messaging service), electronic mail (e-mail), Whatsapp or any other messaging service/mobile application or any other physical, electronic or digital means/mode. You hereby agree that Niyo may contact you either electronically or

through phone, to understand your interest in the selected products and Services and to fulfil your demand or complete your application for the Services/Products and to assist you for customer servicing. Further you also expressly agree and authorize Niyo and its partners, service providers, vendors and other third parties to contact you for the purpose of offering or inviting your interest in availing other products or services offered by third parties, or for sending other marketing campaigns, offers, or any other information either on the Website or through other means including but not limited to telephone, SMS (short messaging service), electronic mail (e-mail), Whatsapp or any other messaging service/mobile application or any other physical, electronic or digital means/mode.

- d. You specifically understand and agree that by using the Website you authorize Niyo , its affiliates, partners and third parties to contact you for any follow up calls in relation to the Services provided through the Website and for offering or inviting your interest in availing any other product or service offered by Niyo or such third parties. You agree and consent to receive communications relating to all of the above on your phone/mobile number provided by you on the Website and expressly waive any registration or preference made under DND/NCPR list under the applicable TRAI regulations.
- e. You will indemnify and hold harmless Niyo and the SMS/e-mail service provider including its officials from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever including legal charges and attorney's fees which Niyo or the SMS/e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by You or improper or fraudulent information provided by You; (ii) incorrect number or a number that belongs to an unrelated third party provided by You.
- f. You agree and authorize Niyo to share your information, with its group companies, vendors, service providers of Niyo and other third parties, in so far as required for marketing purposes/offering/cross-selling various products and services and/or to provide you with various value-added services, in association with the Services selected by you or generally otherwise. You agree to receive communications through e-mails, telephone and/or SMS, from Niyo or third parties. You also agree that Niyo reserves the right to make your details available to its partner banks/financial institutions, vendors, service providers, business partners, agents or any other third party and that you may be contacted by such partners and/or the third party for information through email, telephone and/or SMS.
- g. You agree and acknowledge that for undertaking any financial transaction through the Website or for availing its Products , Niyo may undertake client/customer due diligence measurers and seek mandatory information required for Know-Your-Customer ("KYC") purpose which as a customer you are obliged to give, while facilitating your request such Products and Services/requirements with the banks/financial institutions, in accordance with

applicable law and regulations. Niyo may obtain sufficient information to establish, to its satisfaction or the banks/financial institutions, the identity of each new customer/user, and to ascertain the purpose of the intended nature of relationship between you and the bank/financial institution. You agree and acknowledge that Niyo can undertake enhanced due diligence measures (including any documentation), to satisfy itself relating to customer due diligence requirements in line with the requirements and obligations under applicable laws and regulations.

4. TERMINATION AND VIOLATION OF TOU: -

- a. We reserve the right, in our sole and absolute discretion, to suspend or terminate your use of one or more Niyo Services or Product, without notice and without liability to you or any third party, for any reason, including without limitation inactivity or violation of these TOU or other applicable policies we may publish from time to time. Any termination of the Services or Product may also be effectuated through the partnered Banks or financial institutions of Niyo and Niyo shall not be held liable for the same. You agree and understand to abide all the terms & conditions of the partnered Banks and financial institution upon termination of the services of Niyo rendered under this TOU.
- b. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Niyo may have at law or in equity. Upon termination for any reason, You agree to immediately stop using the Niyo Services and Product.

5. INDEMNIFICATION, LIMITATION OF LIABILITY AND DISCLAIMERS: -

- a. You agree to indemnify and hold Niyo (and its officers, directors, agents and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this Terms, your violation of any law or the rights of a third party, or your use of the Website, any dispute or litigation caused by your actions or omissions, your negligence and fraud committed by you.
- b. Notwithstanding anything to the contrary, Niyo (including its officers, directors, employees, representatives, affiliates, group companies and providers) will not be responsible or liable for (a) any injury, death, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with (i) any failure or delay (including without limitation the use of or inability to use any component of the Website including the Products and Services), or (ii) any use of the Website or content, or (iii) the performance or non-performance by us or any provider, even if we have been advised of the possibility of damages to such parties or any other party, or (b) any

damages to or viruses that may infect your computer equipment or other property as the result of your access to the Website or your downloading of any content from the Website. The Website may provide links to other third-party websites. However, since Niyo has no control over such third-party websites, you acknowledge and agree that Niyo is not responsible for the availability of such third-party websites and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such third-party websites. . IN NO EVENT SHALL THE NIYO TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE TOU EXCEED THE NET FEES NIYO HAS ACTUALLY RECEIVED AND RETAINED FROM YOUR VALID TRANSACTIONS DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

- c. The Website and all content and Services including the Products provided on the Website are provided on an "as is" and "as available" basis. Niyo expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. Niyo makes no warranty, and expressly disclaims any obligation, that: (a) the content will be up-to-date, complete, comprehensive, accurate or applicable to your circumstances; (b) The Website will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Website or any Services offered through the Website will be accurate or reliable; or (d) the quality of any products, services, information, or other material obtained by you through the Website will meet your expectations.
- d. Any content aimed for providing general awareness does not constitute an investment advice or endorsement or solicitation by Niyo. These contents and/or information are derived from publicly available sources and Niyo cannot verify or confirm the genuineness, authenticity or veracity of such information.
- e. While availing any of the payment method/s available on the Website, Niyo will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to:
 - i. Lack of authorization for any transaction/s, or
 - ii. Any payment issues arising out of the transaction, or
 - iii. Illegitimacy of the payment methods (credit/debit card frauds etc.) being used by a you;
 - iv. Decline of transaction for any other reason(s)
- f. Notwithstanding anything contained herein, the Website reserves the right to conduct additional verification for security or other reasons if it is not satisfied with the creditability of you/your transaction.
- g. Use of the payment facilities provided by the Website shall not render the Website liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales

or warranty services or fraud as regards the products or services listed on the Website. The Website shall not be responsible for any damages, interests or claims arising from not processing a transaction.

- h. You hereby agree to provide accurate information, such as credit/debit information for purchasing any Service or product on or through the Website. You further warrant that you shall not use payment information or instrument that is not lawfully owned by you. In addition to these terms of use, the terms and conditions of the bank or other financial institution shall also be applicable to every user. The Website disclaims any liability arising out of declining of payment by such bank or financial institution.
- i. In addition to the above, all the disclaimers specified under the Terms and Conditions of specific products shall be deemed to be made applicable to this TOU and shall be considered as part and parcel of this TOU.

6. NIYO BILL PAYMENT SERVICES: -

- a. In order to provide the Bill payment services, Niyo has contractual arrangements with third party aggregators. Such aggregators have multiple tie-ups with different billers and therefore to avail the Niyo Bill Payment Services, You may be required to provide us with your bill account information for Billers with whom You would like to make payments (this may include the customer id etc.) and any other information necessary for us to access Your account and bill/plan details with such Billers. By using the Bill Payment Services, You expressly authorize Niyo to access, use and store Your Bill Payment Account Information and bill details on an ongoing basis, on Your behalf for the purpose of providing Bill Payment Services to You.
- b. If you use the Bill Payment Services to provide Bill Payment Account Information, to fetch bill details, or make payments on behalf of a third party, including for mobile recharges/top ups, it is your responsibility to ensure that you have the consent of such third party. You agree that you have all necessary rights and permissions to allow Niyo to use third party Bill Payment Account Information on an ongoing basis and access the bill details from the respective Biller, on behalf of the third party for the purpose of Niyo providing Bill Payment Services. You agree that as between Niyo and you, any claim raised by the third party will solely lie against you.
- c. You understand and agree that you are responsible for the accuracy of the information you provide for fetching a bill and/or making a payment request, including the Bill Payment Account Information and the amount of the Transaction. In case of any discrepancies, please contact Your Biller.
- d. Payment realization time will vary depending upon the Biller you select and the aggregator's T&C. As all the payments are done through the aggregator, We are not liable for (i) delays in payment realization by the Biller; (ii) delay, failure or reversal of Transactions; You are responsible for any consequences resulting

from late payment including the levy of a late fee charge or any other penalty by such Biller.

- e. Niyo is a mere facilitator for bill payments including the recharges for your mobile bills/DTH etc. and shall not hold any responsibility for the accuracy of the recharge and plans. You hereby agree that You will be solely responsible for selecting an appropriate plan as may be offered by your Billers and prepaid service provides, and for compliance with its terms. You understand that the plans provided on Niyo are for reference purposes only. The plans may not be up-to-date and may have changed. You must check with your prepaid service provider for the latest plans and details prior to making a transaction.
- f. Refund of payment amount for bill payment including mobile recharge or for any payment debited from your account for which the bill payment or recharge is not delivered, will be solely as per the terms or policies of the Biller, and you agree that Niyo will not be responsible for the same.
- g. You agree to confirm to have no objection whatsoever, to the billing company providing your billing details to Niyo. You further agree that any disputes on bill details will be settled directly with the Biller and the Niyo's responsibility is limited to provision of information only and you will not hold the Niyo responsible for the biller rejecting the bill amount because of incorrect or incomplete entries or for any reason whatsoever.
- h. You agree that the Niyo is at liberty to withdraw at anytime the Bill Payment facility, or any services provided thereunder, in respect of any or all the account(s) without assigning any reason whatsoever, without giving you any notice.

7. NIYO REFERRAL SERVICES.

- a. Niyo has entered into contractual arrangements with third-party service providers wherein such third parties (5paisa Capital Limited and Stockal Inc.) are providing stock trading services in India and U.S to the users/customers using the Niyo Website. You hereby expressly agree and understand that under such an arrangement with third-party service providers Niyo shall be acting as a Referrer and will introduce the customer/Users with the actual platform provider post which users will be directly sharing their details on such third party platforms. Once customers have been referred, they are solely responsible for any and all orders placed by them and understand that all orders are unsolicited and based on their own investment decisions.
- b. Niyo and any of its employees, agents, principals, or representatives DO NOT: provide recommendations of any security, transaction, or order; provide investment advice; produce or provide research to any user regarding any security, transaction, or order; handle funds or securities related to securities orders or effect the clearance or settlement of a user's trades done through such referral arrangement solution provided by 5paisa Capital Limited, Stockal Inc and

DriveWealth LLC. All processes including KYC will be executed by the said third-party service provider directly with users and Niyo will not incur any personal financial liability.

- c. Investment in securities market are subject to market risks, read all the related documents carefully before investing. Mutual fund investments are subject to market risks, read all scheme related documents carefully.
- d. Similarly, Niyo has entered contractual arrangements with other third-parties (Digital Gold India Private Limited, NDX P2P Private Limited, Social Worth Technologies Private Limited, Quciko Infosoft Private Limited, BizLoan Private Limited) for providing unsecured lending, purchase of gold, filing of income tax returns etc to the users/customers using the Niyo Website. You hereby expressly agree and understand that under such an arrangement with third-party service providers Niyo shall be acting as a Referrer and facilitator and will introduce the customer/Users with the actual service providers. Once the users/Customers are referred by Niyo to such third-party service providers, then the customers shall be governed by the terms and conditions of such third parties and you are required to visit the website of such third parties before availing the services. It is clarified that Niyo is not the provider of the products and services offered by such third parties and is only a facilitator for their services and products.
- e. You hereby expressly agree and understand that Niyo is neither the seller, advisor, agent or distributor for such third-party service providers (5paisa Capital Limited, Stockal Inc and DriveWealth LLC) or their services and therefore in the event of any customer dispute or any dispute whatsoever shall not assume any responsibility. Niyo shall not be liable for any risks associated with the 5paisa Capital Limited, Stockal Inc and DriveWealth LLC services made available via the referral arrangement on its website. Any and all the disputes regarding the services shall be the solely between you and such third-party service providers and you shall ensure that Niyo is not made a party to any dispute or litigation arising out of either delay in resolution or non-resolution of your grievances of within the agreed time frame.

8. NIYO REWARDS AND OTHER SERVICES: -

- a. Niyo may from time to time may provide incentives/rewards in the form a scratch cards/rewards or other cashback rewards to users for any referral activity.
- a. To participate in a Niyo offer, you must agree to the offer terms and conditions. You agree that your participation in the offer constitutes your understanding of an agreement to the offer terms and conditions. The offer terms and conditions form a binding legal agreement between you and Niyo with respect to the offers and shall be in conformity with these TOU. Niyo reserves the right, at its sole discretion, to disqualify any User who does not meet the offer requirements or in case of reasons including but not limited to any misuse of the offer or fraud or suspicious transactions/activities. Niyo also reserves the right to discontinue or

change any offer or the reward offer programme at any time, at its sole discretion.

- b. In addition to these terms and conditions you must meet the eligibility requirements for each offer to participate. Details of the offers and the eligibility terms and conditions for each offer is provided in the offers page of the website. Please read the offer terms and conditions applicable to your offer as provided on the Website carefully. The offer T&C shall be updated periodically, and you are required to view/read the same before participating in the said offer.
- c. You hereby expressly agree and understand that the rewards and amount provided by the company are on its sole discretion and you shall not be entitled to dispute the same. The amount/value of cashback or rewards in the scratch card may vary from person to person based on the company's accounting & discretion.
- d. Niyo offers a group insurance coverage (details of which is available at Niyo Bharat app). The group insurance policy is provided by Acko General Insurance Limited and the terms and conditions for the said policy is accessible at https://www.acko.com/goniyo_hospicash/tc/ .

9. MODIFICATION AND AMENDMENT

- a. Company reserves the right to make changes to the Website, related policies and agreements, this TOU and the Privacy Policy at any time as it deems fit and proper, including but not limited to comply with changes in law or regulation, correct inaccuracies, omissions, errors or ambiguities, reflect changes in the process flow, scope and nature of the Services and ancillary services, company re-organization, market practice or customer requirements. Upon any change, Company will notify the updated Terms on the Website or other means. Your continued use of the Services and ancillary services constitutes acceptance of the changes and an agreement to be bound by Terms, as amended. If you do not agree to the changes, you may please discontinue your use of the Services and ancillary Services.
- b. Company reserves the right to discontinue or suspend, temporarily or permanently, the Services including ancillary services, by giving reasonable time period notice, on a best effort basis, unless it is merely to change certain features/contents of the Services and/or Website or maintain the security and integrity of the Services. You agree that Company will not be liable to you in any manner whatsoever for any modification or discontinuance of the Services.
- c. You agree not to use the Services and ancillary services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of other.

10. FORCE MAJEURE: -

- a. If performance of Services/Website by Niyo is prevented, restricted, delayed or interfered with by reason of and including, but not limited to, labour disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, inducement of any virus, malware, trojan or other disruptive mechanisms, pandemic, epidemic, any event of hacking or illegal usage of the Website, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Niyo and could not have been prevented by reasonable precautions, then Niyo shall be excused and discharged from such performance to the extent of and during the period of such force majeure event, and such non-performance shall, in no manner whatsoever, amount to a breach by Niyo of its obligations herein or incur any legal liability on Niyo.

11. PRIVACY: -

- a. In addition to these TOU, you agree to our privacy policy available at https://static.goniyo.com/legal/Privacy_policy_NiYO.pdf. The Privacy Policy applies to current and former visitors to our Website. By visiting and/or using/downloading our Website, you are accepting and consenting to the practices described in the Privacy Policy. The statements & procedures mentioned under the Privacy Policy must be read in conjunction with these term & conditions.

12. GOVERNING LAW AND JURISDICTION: -

- a. Any issues and disputes arising out of these TOU & other policies including any other disputes involving you and the company shall be governed by and construed in accordance with the laws of India. You agree that any legal action or proceedings arising out of the above may be brought exclusively in the competent courts having jurisdiction in Bangalore (Karnataka), India and irrevocably submit themselves to the jurisdiction of such courts. You understand that We may need to share information that you provided on the Website in order to satisfy applicable law, regulation, legal process or an enforceable governmental request.

13. ASSIGNMENT AND WAIVER: -

- a. These TOU and any rights and licenses granted hereunder, may not be transferred or assigned by you. We may assign, in whole or in part, the benefits or obligations of this Agreement. We may, at our discretion, provide an intimation of such assignment to you, which will be binding on the parties to these Terms and Conditions.
- b. Unless otherwise expressly stated in this Agreement, the failure to exercise or delay in exercising a right or remedy under these TOU will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under these TOU will prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

14. SEVERABILITY, SURVIVAL, HEADINGS AND ENTIRE AGREEMENT: -

- a. If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.
- b. Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.
- c. The heading references herein are for convenience purposes only and they do not constitute a part of these T&Cs and will not be deemed to limit or affect any of the provisions hereof.
- d. This Agreement is the entire agreement between You and Niyo relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by Niyo in accordance with the terms of this Agreement.