

## Terms and Conditions

By registering at Our Site as a Customer and using the Services, You have agreed to be bound by all of these Terms and Conditions of Service (“**Terms**”).

### 1. Definitions

All of the defined and capitalized terms in these Terms will have the meaning assigned to them here below:

“**Applicable Laws**” shall mean and include all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, tribunal, board, or a court.

“**Customer**” means the any entity or individual who accesses Our Services.

“**Account**” refers to the account created by Customer on the Site.

“**Services**” shall mean a cloud-based service, on a web platform, an application platform and an SMS platform that allows customers to manage business operations easily and more efficiently and shall include various other services provided through Our Site from time to time.

“**Site**” shall mean **www.wobot.in** and such other websites and mobile applications as may be developed by Wobot from time to time.

“**Statement of Work**” shall mean statement of work executed between each Customer and Us.

“**Terms**” refers to the terms and conditions, which are available at the Site for the use of Services.

“**We**”, “**Our**” or “**Us**” refers to Wobot.

“**Wobot**” means Wobot Labs Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at **83A, Central Avenue, Sainik Farms, New Delhi – 110062**.

“**You**”, “**Your**” or “**Yourself**” shall mean reference to Customer or his representative.

### 2. Interpretation.

- 2.1. Any reference to the singular includes a reference to the plural and vice versa, unless explicitly provided for otherwise; and any reference to the masculine includes a reference to the feminine and vice versa.
- 2.2. Headings and captions are used for convenience only and will not affect the interpretation of these Terms.
- 2.3. Any reference to a natural person will, unless repugnant to the context, include his heirs, executors and permitted assignees. Similarly, any reference to a juristic person such as Wobot, unless repugnant to the context, include its affiliates, successors and permitted assignees

**3. Eligibility.**

- 3.1. You will be “**Eligible**” to use Our Services only when You fulfill the following conditions:
- 3.1.1. have attained at least 18 (eighteen) years of age;
  - 3.1.2. is competent to enter into a contract under the Applicable Laws; and
- 3.2. You can avail the Services only if You fulfill the conditions as mentioned in 3.1.1 to 3.1.2 above. If You are not Eligible, please immediately abandon any and all attempts to register with Us.
- 3.3. We rely completely on the information provided by You and We shall not be held liable if You or anyone who uses Your Account.

**4. Registration.**

- 4.1 You can register as a Customer, by providing a valid phone number, Your name, valid and functional e-mail address and any other additional information as We deem fit. (“**Registration Data**”).
- 4.2 The Registration Data provided by You must be true to the best of Your knowledge, information and belief. We shall bear no liability for false or incorrect Registration Data provided by You.
- 4.3 You hereby expressly consent to receive communications from Us through Your registered phone number and/or e-mail id. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.
- 4.4 By registering for an Account, You agree to the following:
- 4.4.1 to receive communication, queries and documents from Us; and
  - 4.4.2 to provide information and that We have a legal duty to request from You.
- 4.5 You are solely responsible for maintaining the confidentiality of Your Registration Data and will be liable for all activities and transactions that occur through Your Account. The password and other details of the Account should not be shared with any third party.
- 4.6 We reserve the right to suspend or terminate Your Account with immediate effect if We have a reason to believe that the Registration Data or any other data provided by You is incorrect or false, or that the security of Your Account has been compromised in any way.
- 4.7 We allow You to open only one Account in association with Registration Data provided by You.
- 4.8 In case of any unauthorized use of Your Account please immediately reach Us at [support@wobot.in](mailto:support@wobot.in).

- 4.9 In case, You are unable to access Your Account or Services, please inform Us at [support@wobot.in](mailto:support@wobot.in) and make a request for blocking Your Account. We will not be liable for any unauthorized transactions made through Your Account prior to You making a request for blocking.
- 4.10 If You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We may suspend or terminate Your account and refuse any and all current or future use of the Service (or any portion thereof).

**5. Use of Services Provided by Us.**

- 5.1 We hereby grants to you a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for your own internal business purposes. All rights not expressly granted to you herein are reserved by Us. You are authorized to access and use the Service and to otherwise freely use all tools, features, and capabilities of the Service in accordance with these Terms. In order to use the Service, you are responsible at your own expense to acquire access to the World Wide Web, either directly or through devices that access web-based content, and to pay any service fees associated with such access. In addition, you agree to provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.
- 5.2 You shall not attempt to access any other of Our systems, programs or data except for those which you have been authorised to use as per Your Statement of Work.

**6. Limited Use and Concurrent Usage.**

- 6.1 You agree not to copy, sell or sublicense (including offering the Service to third parties on an applications service provider or on time-sharing basis), lease, redistribute, or create a derivative work of any portion of the Service use of the Service, or access to the Service. Further, You also agree to comply with terms and conditions as specified in Your Statement of Work. You agree not to access the Service by any means other than through the interface that is provided by Us for use in accessing the Service.
- 6.2 A single username or password may/may not be used by more than one (1) Customer. Sharing of usernames by more than one (1) Customer is prohibited.

**7. Payment for Service.**

- 7.1. You agree to pay any applicable fees for the Service, which may be a one-time payment or a continuing payment subject to the Statement of Work as agreed between You and Us from time to time. We reserve the right to change fees for the Service at any time, at its discretion, after sending prior intimation to you either through SMS or e-mail.
- 7.2. Customers may have the option to subscribe to Services through various payment methods, available on Our Site. We reserve the right to suspend the Accounts of Customers who fail to make payments for Services in a timely manner. Fees once paid to Us is non-refundable.

**8. Link to Other Websites.**

- 8.1 Our Site may provide links to other sites. These links are provided for Your convenience only and the provision of these links does not mean that sites are related or associated with Us. Please note that these websites have their terms of use and privacy policies. You should check their privacy policy before You submit Your personal information or any other data with them. We don't guarantee the content and the security of those sites.
- 8.2 We may have certain features on Our Website, which may be hosted by third parties, Your interaction with such features shall be governed by the privacy policy of such third parties.
- 8.3 We shall not be responsible for any loss, damage, claim or expense caused as a result of accessing these third party sites and features.

**9. Communications.**

- 9.1. We may contact You via the e-mail address and phone number as provided by You to Us. You may also receive system-generated transactional e-mails such as confirmations, notification of receipt of payments, notification of password changes etc.
- 9.2. You hereby expressly consent to receive communications from Us through Your registered phone number and/or e-mail id. You agree that any communication so received by You from Us will not amount to spam, unsolicited communication or a violation of Your registration on the national do not call registry.

**10. Revision of the Terms.**

- 10.1 We reserve the right to change these Terms, at any time and at Our sole discretion. Any changes will be effective upon posting of the revisions on the Website and We may send You an automated e-mail to Your registered e-mail ID informing about the changes made.
- 10.2 Unless otherwise specified by Us, revised policy will take effect automatically and be binding on and from the day they are posted on the Website. By continuing to access, You will be deemed to have agreed to accept and be bound by such revised policy. If You do not agree to the revised policy, You should discontinue accessing Our Website.

**11. Proprietary Rights.**

- 11.1. You acknowledge and agree that We have all right, title and interest in and to content available on the Site or available via Services. We reserve the right to remove any content that is available on the site or via the Service, and (ii) are not responsible for such content. Without limiting the foregoing, and without notice to You, We shall have the right to remove any content that violates the Terms, is otherwise deemed objectionable by Us in Our sole discretion, or to which an allegation of infringement of intellectual property rights has been made. You agree that You shall evaluate, and bear all risks associated with the use of any content including any reliance on the accuracy, completeness, or usefulness of such content.
- 11.2. You grant Us the right to use content inputted by You into the Service or Site and We will have the right to use such content.

11.3. You acknowledge that We will collect and use certain aggregate data as part of providing, analyzing or improving the Service from time to time.

**12. Confidentiality.**

12.1 You shall keep in confidence all of the information maintained by the Service or Site, as well as any trade secrets, know-how, software, product and technology-related information;

12.2 We shall keep confidential Your personal identifiable information such as cost and pricing data, whether or not so marked or identified as confidential or proprietary. However, We shall not bear any liability for any consequences in any event where Your personal information has been shared by You willingly or inadvertently shared by You with any third party.

12.3 The rights and obligations under this Section 12 shall survive expiration, rescission or termination of these Terms.

12.4 We may disclose or report information provided by You in limited circumstances where it believes in good faith that disclosure is required under the law. For example, We may be required to disclose confidential information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as a court order, subpoena, search warrant, or a law enforcement request.

**13. Suspicious Transactions.**

13.1. If We have a reason to believe that any payment instructions made on Your Account have been fraudulently made, We will suspend and deny You access to Your Account in order to investigate and report the suspicious activity. Such suspension will continue in effect till the conclusion of the investigation. Upon conclusion of the investigation and based on its results, We may be required to terminate Your Account with immediate effect.

**14. Termination of the Account.**

14.1. We reserve the right to (a) modify, terminate or suspend Services to You and (b) terminate Your Account at any time without prior notice due to any changes in internal policy or the Applicable Laws.

14.2. You can also terminate Your Account by submitting a request to Us at [support@wobot.in](mailto:support@wobot.in). We will make every effort to respond to Your request for termination at the earliest. You will remain responsible for all transactions that occurred prior to termination of Your Account.

**15. Disclaimers.**

15.1. Your use of the Service, including services provided in connection therewith is at Your sole risk. the Service, and services provided in connection therewith, are provided on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not

limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- 15.2. We make no warranty that (i) the Service will meet Your requirements or result in revenues or profits, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, and (iv) the quality of any information, obtained by You through the Service, will meet Your expectations.
- 15.3. We make no representations or warranties of any kind whatsoever, express or implied, in connection with the Service, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement, unless such representations and warranties are not legally excludable. We expressly disclaim any representations or warranties that Your use of the Service will satisfy any statutory or regulatory obligations, or will assist with, guarantee, or otherwise ensure compliance with any Applicable Laws or regulations. You are solely responsible for ensuring that Your use of this Service, related services, or content is in accordance with Applicable Law.
- 15.4. Any material downloaded or otherwise obtained through the use of the Service is downloaded or obtained at Your own discretion and risk and You will be solely responsible for any damage to Your computer system or loss of data that results from the download of any such material.
- 15.5. No advice or information, whether oral or written, obtained by You from Our Site or service shall create any warranty not expressly stated in the terms of service.

## **16. Notices and communication.**

- 16.1. Any notice or notification in relation to these Terms which You wish to make to Us must be made in writing to:

Attn: **Wobot Labs Pvt. Ltd.**

Address: **83A, Central Avenue, Sainik Farms, New Delhi – 110062**

E-mail: **contact@wobot.in**

- 16.2. All Your communication with Us will be of a professional nature only. You will not contact Us to harass, intimidate or threaten any person, or to promote any cause, which You may support.
- 16.3. You will be further subject to Our terms of use and privacy policy

## **17. Indemnity.**

You will defend, indemnify and hold harmless Wobot, and each of its affiliates (and its respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any Claim that arises out of or relates to: to the use or misuse of Services or any violation of these Terms.

For purposes hereof: “**Claim**” means any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity.

**18. Force Majeure.**

We shall not be liable for any failure to perform any obligations under this Terms, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues.

For the Purpose of this clause “**Force Majeure Event**” shall mean any event arising due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

**19. Waiver**

Our failure, delay or omission to exercise or enforce any rights or provisions of these Terms will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. Any claim in relation to Services or Terms should be filed within 3 (Three) months from when the cause of action arose. Any claims filed beyond this time period shall be barred.

**20. Customer grievance redressal policy**

20.1. If You are not satisfied with the quality of Service(s) offered or have any other complaints or grievance, please contact Our customer care at [support@wobot.in](mailto:support@wobot.in) or +91 95994 89955.

20.2. The procedure of escalation of complaints shall be as follows:

20.2.1. **Escalation Level – 1:** Write to **Wobot Labs Pvt. Ltd.**

Attn: **Shaishav Dutt**

Address: **83A, Central Avenue, Sainik Farms, New Delhi – 110062**

E-mail: [shaishav.dutt@wobot.in](mailto:shaishav.dutt@wobot.in)

Response Time: **72 hours**

20.2.2. **Escalation Level – 2:** Write to **Wobot Labs Pvt. Ltd.**

To, Attn: **Ritwik Rudra**

Address: **83A, Central Avenue, Sainik Farms, New Delhi – 110062**

E-mail: [ritwik.rudra@wobot.in](mailto:ritwik.rudra@wobot.in)

Response Time: **48 hours**

20.2.3. **Escalation Level – 3:** Write to **Wobot Labs Pvt. Ltd.**

To, Attn: **Adit Chhabra**

Address: **83A, Central Avenue, Sainik Farms, New Delhi – 110062**

E-mail: [adit.chhabra@wobot.in](mailto:adit.chhabra@wobot.in)

Response Time: **24 hours**

**21. Severability.**

If any part of these Terms is determined to be invalid or unenforceable pursuant to the Applicable Laws then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect.

**22. Governing law and dispute resolution.**

- 22.1. Any dispute, controversy or claim arising out of or relating to this Terms or the validity, interpretation, breach or termination thereof ("**Dispute**"), including claims seeking redress or asserting rights under the Applicable Law shall be amicably settled through mutual consultation and escalation. If the Dispute is not settled amicably as aforesaid within a period of [14] (Fourteen) calendar days, the matter would be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 22.2. The arbitration proceedings shall be conducted in the English language. The venue for the arbitration proceedings shall be **New Delhi**.
- 22.3. This Terms shall be governed by and construed in accordance with the laws of India and, subject to this Clause 22 , We and You agree and undertake that any controversy or claim arising out of or relating to these Terms will be adjudicated exclusively before a competent court in New Delhi, India only.