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The App or Website grants You an option to obtain a monthly subscription or premium subscription from the date You access and accept these Terms of Use. The services to be provided by the Company shall be based on the subscription opted by You (“Services”).

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The Products are promotional and marketing materials and shall be subject to their respective specific terms and conditions for which deAzzle and the App or Website shall not be responsible or liable.

deAzzle neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, explanation or statement made on the App or Website in relation to the Products or otherwise.

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Subscriber must complete the registration form on the Create Account page in order to use or avail the Products offered by the App or Website. Subscriber may be required to register and create an “Account” with User ID and Password for availing the Products offered through the App or Website. Subscriber agrees that any registration information provided will always be accurate, correct and complete. Subscriber shall be responsible for maintaining the confidentiality of the Account and password and agree to accept responsibility for all activities that occur under the Account. deAzzle reserves the right to refuse registration of, or cancel, Accounts which it deems inappropriate.

6.USER INFORMATION

Those Service Providers, who are desirous of sharing their business details on the App or Website will be required to submit to deAzzle requisite details and documents(“Details”), as may be required by deAzzle or its partners, from time to time, of their establishments/companies/organisations for verification purposes. deAzzle may at its sole discretion and under no obligation, authenticate the Details. Alternatively, the Details may be verified by the partners of deAzzle. DeAzzle reserves the right to store such Details as required for its business purposes. Service Providers agree that, it shall not have right to post the Details directly on the App or Website. deAzzle shall, at its sole discretion, reject certain Details or refuse to post the same on the App or Website, without informing or taking prior consent from the Service Providers.

Users who are registered Service Providers, understand that if they wish to avail the services of certain payment gateways partners of deAzzle (“Payment Gateways”), they shall be required to provide certain KYC documents as required by such Payment Gateways. The Service Providers shall share their KYC documents with deAzzle and deAzzle in turn shall hand over the same to the Payment Gateway for completion of onboarding procedures with Service Providers. Service Providers shall be liable for the authenticity and veracity of the KYC documents and same shall be authenticated and verified by the Payment Gateways. deAzzle shall not be liable for any claims relating to the KYC documents. The Service Providers shall be required to maintain records and details of all the transactions taking place under its account on the Payment Gateways.

7.FEES

The services provided by deAzzle through the App or Website, may be subject to payment of subscription fees, based on the subscription plan (monthly or premium) opted by Service Providers. Once Service Provider selects the subscription plan, appropriate subscription fee if any will be communicated to the Service Provider, on Website or App. Such subscription fees shall be paid in advance and shall be non-refundable. Service Provider agrees that, for any modification to the functionality of the Services including any enhancements to the Services, We shall have the right to charge additional fees.

8. CHARGEBACKS:

The Users agree to provide their complete assistance and cooperation in the event of any chargebacks initiated by a user for any unfulfilled or unsatisfactory services provided by the Service Provider. The Users who are Service Providers are expected to maintain complete records of all the transactions which take place on their accounts. The Service Providers shall be responsible and liable to pay the amounts of Merchant Discount Rate (“MDR”), including any penalties for any unfulfilled or unsatisfactory services. MDR shall be chargeable as per the rates as revised from time to time.

The Service Provider shall provide the supporting documents in respect of a chargeback including but not limited to proof of delivery of services within 2 days of intimation of such chargeback received from deAzzle. In case of non-submission of the supporting documents within the timelines prescribed as above, the amount in respect of such charge back shall be debited from the account of the Service Provider and no claim of the Service Provider shall be entertained in this respect.

The User understands that if there are reasonable grounds to suspect that a transaction has been conducted in breach of any applicable laws, the Payment Gateway shall be entitled to suspend / withhold the payments under such transaction(s), pending enquiries by the applicable authorities and resolution of such issues.

Deazzle in collaboration with easebuzz shall be onboarding merchants to enable online transactions. Easebuzz will do the due diligence of KYC process with each merchant and will be responsible for all the settlements, refunds and chargebacks.

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By registering for an Account through the App or Website, Subscriber represents and warrants that has attained the age of majority (wherever applicable) as per the applicable law to which the Subscriber is subject to.

Registration: Subscriber shall (a) only provide accurate and current information, (b) maintain the security of its passwords and identification, (c) promptly update the email address listed in connection with its Account, and (d) be fully responsible for all uses of the Account. Subscriber must not set up an account on behalf of another individual or entity unless it has been authorized to do so.

User and the Service Provider shall not be deemed to be a member shareholder or affiliate of DeAzzle for any purposes whatsoever.

Termination: deAzzle reserves the right to modify or discontinue the Account at any time for any breach of the obligations under this Terms of Use.

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You may not (a) use the App or Website for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including but not limited to, by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

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You may not use the App or Website or any information provided through the App or Website for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, or any other form of unsolicited or unwelcome solicitation.

Disruption:

You may not use the App or Website in any manner that could disable, overburden, damage, or impair the App or Website, or interfere with any other party's use and enjoyment of the App or Website; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services on the App or Website, or violating any regulation, policy, or procedure of any network, equipment, or server.

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You may not share or transmit Contents or Details that are harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;

You may not intimidate or harass another through the App or Websites.

Impersonation or unauthorized access:

You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the App or Website;

You may not use or attempt to use another's account or personal information; and, You may not attempt to gain unauthorized access to the App or Website, or the computer systems or networks connected to the App or Website, through hacking password mining or any other means.

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You may get access to Site Message boards, chat rooms, forums, blogs, e-mail and other features (the "Ancillary Services") that are offered from time to time on the App or Website and may be operated by us or by a third party on our behalf. You shall not (nor cause any third party to) use these Ancillary Services to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening, promoting racism, or otherwise violating the legal rights, such as rights of privacy, of others) or immoral activities, falsely stating or otherwise misrepresenting your affiliation with a person or entity. You shall not use the message boards, chat rooms, e-mail to express your concerns or differences with a specific Service Providers.

You agree to abide by all applicable laws and regulations and are solely responsible for all acts or omissions by You on the Account.

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The Company shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window of [12:00 AM to 2:00 AM IST]; and

(b) unscheduled maintenance performed outside normal business hours as a result of internet outage, power outage or any other unforeseeable event.

The Company will, as part of the services and at no additional cost to You, provide You with the Company's standard customer support services during normal business hours, in accordance with the Company's Subscription Plan. The Company may amend the support services policy in its sole and absolute discretion from time to time.

Company shall not be liable or responsible for any down time or unavailability due to the acts or omission or down time at the end of merchants or third party service providers of the Company.

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