

TERMS OF SERVICE

These terms of services are an electronic record in the form of an electronic contract formed under the information technology act, 2000 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the information technology act, 2000. These terms of services do not require any physical, electronic or digital signature.

This document is published and shall be construed in accordance with the provisions of Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 prescribed under information technology act, 2000 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of the "APP".

These terms of services are a legally binding document between AUXIFY and user (both terms defined below). These terms of services will be effective upon your acceptance of the same (directly or indirectly in electronic form, by clicking on the "I accept" tab or by use of the "APP" or by other means of an electronic record) and will govern the relationship between AUXIFY and user

Please read these terms of services carefully. By using the "APP", you indicate that you understand, agree and consent to these terms of services. If you do not agree with the terms of these terms of services, please do not use this "APP". You hereby provide your unconditional consent or agreements to AUXIFY as provided under section 43a and section 72a of information technology act, 2000 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

These Terms of Services of the "APP" located at the Apple Store and Google Play store, on mobile sites or mobile application and the other associated/ancillary applications, products, "APP"s and services ("APP") is between

1. GETIT EXPRESS PRIVATE LIMITED (Owned Brand "AUXIFY") (referred to as "AUXIFY" or "We" or "Us" or "Our"), a company incorporated under the Companies Act, 2013 with CIN number U63120MP2025PTC078343 and its registered office situated in Indore Madhya Pradesh, India.

And

2. The registered Users, defined to include any Person (defined below) who registers himself/herself/itself on the "APP" and holds a User account on the "APP" (referred as "You" or "Your" or "Yourself" or "User") describe the terms on which AUXIFY offers You access to the "APP" and such other services which include but are not limited to a non-exclusive, non-

transferable, limited, non-sub licensable, revocable license ("License") to use: (a) "APP"; (b) Telephone numbers that We allocate to You ("AUXIFY Numbers"); (c) user guides and such other user documentation relating to AUXIFY Numbers, (collectively, "AUXIFY Products"), to help the User manage and grow its Business ("Services").

These Terms of Services is a contract between You and AUXIFY. These Terms of Services shall be read together with the Privacy Policy or other terms and condition with all other notices, disclaimers, guidelines appearing on the "APP" from time to time (collectively referred to as "Agreement(s)") constitute the entire agreement upon which You are allowed to access and use the "APP" and avail the Services.

For the purposes, the term "Person" shall mean any natural person, firm, company, governmental authority, joint venture, association, partnership, limited liability partnership, society or other entity (whether or not having separate legal personality).

You and AUXIFY shall hereinafter be individually referred to as a "Party" and collectively as the "Parties"

1. INTERPRETATION

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.

Headings and captions are used for convenience only and will not affect the interpretation of these Terms of Services.

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 AUXIFY will, unless repugnant to the context, include its affiliates, successors and permitted assigns.

2. "APP" SERVICES AND ACCOUNT REGISTRATION

By accessing this "APP", you are agreeing to be bound by these Terms of Services, all applicable laws and regulations, and agree that You are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this "APP". Your continued use of the "APP" shall constitute your acceptance to the Terms of Service, as revised from time to time.

AUXIFY reserves the right to update the "APP" and /or Services, in order to, inter alia, introduce new features or Services, enhance existing features or Services,

improve user experience and performance. You hereby agree that AUXIFY will be able to provide support services only if you install all the updates upon receiving notifications while using the "APP" and its Services

For availing certain Services, you will be required to register an account on the "APP" (an "Account"). When you register on the "APP" and set up your Account, you must:

- (i) provide accurate and complete information;
- (ii) promptly update your Account information with any new information that may affect the operation of Your Account;
- (iii) authorize AUXIFY to make any inquiries it considers necessary or appropriate to verify Your Account information or the information You provide to Us related to the Services via the "APP" including KYC information/details, electronic copies of identity proofs, address proof, such other document proofs or copies or any such information as required mandatorily by applicable law that need to be provided to Us; and
- (iv) acknowledge and accept any applicable policies, including but not limited to those pertaining to service quality, confidentiality, User integrity, anti-harassment and conflict of interest. You will not use false identities or impersonate any other person or use another account that you are not authorized to use on any computer, mobile phone, tablet, or other device (collectively "Device").

You are responsible for safeguarding and maintaining the confidentiality of Your Account information. You agree not to disclose Your Account information to any third party and that You are entirely and solely responsible for any and all activities or actions that occur pursuant to the use of Your Account on the "App", whether or not You have authorized such activities or actions. You will immediately notify AUXIFY of any unauthorized use of Your Account. You may be held liable for losses incurred by AUXIFY due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account Information secure and confidential.

You agree that this "APP", AUXIFY Products and its Services are made available to You on a non-exclusive, non-transferable, non-sub licensable and on a limited license basis and hence, you will not permit, enable, introduce or facilitate other persons to participate in availing Services from Your Account, including others who may be subject to an agreement that is the same or similar to this Agreement.

If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or AUXIFY has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, AUXIFY has the right to suspend or

terminate Your Account and refuse any and all current or future use of the "APP" / Services (or any portion thereof).

AUXIFY and its officers, directors, contractors or agents shall not be responsible for the authenticity of the information that You or any other user provide to Us. You shall indemnify and hold harmless AUXIFY and its officers, directors, contractors or agents and any third party relying on the information provided by You in the event You are in breach of these Terms of Services including this provision and the immediately preceding provisions above.

3. AI SERVICES, AUTOMATED PROCESSING & AI OUTPUTS

AI-Powered Services

The Services may utilize artificial intelligence, machine learning systems, conversational automation technologies, predictive analytics, workflow orchestration engines, speech processing technologies, natural language processing systems, automation tools, and related technologies ("AI Services") to provide communication, workflow, customer engagement, analytics, and automation functionality.

AI-powered functionality may include, without limitation:

- AI-generated voice interactions;
- AI-assisted customer support;
- Conversational automation;
- AI-generated responses and summaries;
- Automated messaging workflows;
- Customer engagement automation;
- Lead qualification and scoring;
- Communication routing and prioritization;
- Conversational analytics;
- Workflow automation;
- Sentiment analysis;
- Predictive recommendations;
- Automated ticket classification;
- Communication sequencing;
- Sales and support assistance tools.

Automated Processing & Workflow Automation

Users acknowledge and agree that certain Services may operate through automated or semi-automated systems without continuous human intervention.

Depending upon customer configuration, platform settings, integrations, and workflows enabled, the Services may:

- Classify or prioritize leads, customers, or communications;
- Route or escalate tickets and conversations;
- Trigger automated communications or workflows;
- Generate AI-assisted recommendations or summaries;
- Score customer interactions or engagement;
- Analyze communication intent or sentiment;
- Automate customer engagement processes;
- Schedule or sequence communications;
- Perform predictive or analytical processing activities.

Such automated processing may materially affect:

- Communication handling;
- Customer engagement workflows;
- Support routing;
- Lead prioritization;
- Campaign execution;
- Operational processes.

Enterprise customers remain solely responsible for:

- Evaluating the suitability of automated workflows;
- Implementing appropriate human oversight;
- Ensuring lawful use of AI-enabled functionality;
- Reviewing AI-generated outputs where appropriate;
- Complying with applicable laws and regulatory requirements.

AI-Generated Outputs & Limitations

Users acknowledge that:

- AI-generated outputs may be probabilistic in nature;
- Outputs may vary depending upon prompts, integrations, workflows, data quality, system configurations, or contextual factors;
- AI systems may generate inaccurate, incomplete, inconsistent, misleading, biased, outdated, or unintended outputs;
- AI-generated communications may occasionally contain factual, contextual, operational, or analytical errors;
- Conversational systems may misunderstand intent, context, or instructions.

The Services are not guaranteed to:

- Produce accurate or error-free outputs;
- Achieve desired operational or business outcomes;

- Provide legally compliant communications in all circumstances;
- Correctly classify, prioritize, or analyze interactions.

Users and enterprise customers are solely responsible for independently reviewing, validating, and approving outputs, communications, recommendations, workflows, and decisions generated through the Services before relying upon them for operational, legal, financial, regulatory, customer-facing, or business purposes.

AI Analytics, Recommendations & Lead Scoring

The Services may generate:

- Engagement scores;
- Lead prioritization metrics;
- Conversational insights;
- Workflow recommendations;
- Predictive analytics;
- Customer classifications;
- Automated summaries;
- Support recommendations;
- Interaction analytics.

Such outputs are generated using automated systems and should not be interpreted as guaranteed factual conclusions, professional assessments, or definitive business recommendations.

Users remain responsible for:

- Evaluating the suitability of such outputs;
- Implementing human review processes where appropriate;
- Ensuring compliance with applicable legal and operational requirements.

Human Oversight Responsibility

Enterprise customers are responsible for determining whether:

- Human review;
- Supervisory approval;
- Manual verification;
- Escalation procedures;
- Customer disclosures;

are necessary for their intended use cases, workflows, communications, or regulatory obligations.

The Company does not guarantee continuous human review of AI-generated interactions, workflows, or automated processing activities.

Third-Party AI Infrastructure

Certain AI-powered functionalities may rely upon third-party infrastructure, APIs, AI models, communication systems, or cloud providers operated by independent third parties.

Accordingly:

- AI functionality may be affected by third-party limitations, outages, restrictions, delays, or policy changes;
- AI outputs may depend upon external systems outside our control;
- We do not guarantee uninterrupted availability of AI-powered functionality.

AI Feature Modifications

We reserve the right to:

- Modify;
- Restrict;
- Suspend;
- Replace;
- Discontinue;

AI-powered features, models, workflows, automation systems, or integrations at any time without liability where reasonably necessary for:

- Operational reasons;
- Security considerations;
- Legal or regulatory compliance;
- Platform integrity;
- Technology updates;
- Third-party dependency changes.

4. NO PROFESSIONAL ADVICE

The Services, including all AI-generated outputs, communications, analytics, recommendations, workflows, summaries, classifications, predictive outputs, conversational responses, and automation functionality, are provided solely for informational, operational, workflow automation, communication assistance, and business support purposes.

Nothing provided through the Services constitutes or should be interpreted as:

- Legal advice;
- Financial advice;
- Tax advice;
- Accounting advice;
- Medical advice;
- Healthcare advice;
- Insurance advice;
- Investment advice;
- Employment advice;
- Regulatory advice;
- Compliance advice;
- Professional consulting services;
- Emergency response guidance;
- Binding business guarantees or outcomes.

Users and enterprise customers should obtain independent advice from appropriately qualified professionals before making decisions based on outputs generated through the Services.

The Company does not guarantee:

- Business success;
- Revenue growth;
- Customer conversion outcomes;
- Regulatory compliance outcomes;
- Operational efficiency gains;
- Communication effectiveness;
- Customer satisfaction results.

5. AI OUTPUT DISCLAIMER

THE SERVICES UTILIZE ARTIFICIAL INTELLIGENCE, AUTOMATION, MACHINE LEARNING, CONVERSATIONAL ANALYTICS, AND PREDICTIVE TECHNOLOGIES THAT MAY GENERATE OUTPUTS BASED ON PROBABILISTIC MODELS, AUTOMATED PROCESSING, AND CUSTOMER-PROVIDED DATA.

ACCORDINGLY:

- OUTPUTS MAY CONTAIN ERRORS, OMISSIONS, INACCURACIES, OR BIASED CONTENT;
- AI-GENERATED RESPONSES MAY NOT REFLECT REAL-WORLD FACTS OR CURRENT CONDITIONS;
- AUTOMATED WORKFLOWS MAY PRODUCE UNINTENDED RESULTS;
- COMMUNICATIONS GENERATED THROUGH THE SERVICES MAY REQUIRE HUMAN REVIEW;

- LEAD SCORING, PRIORITIZATION, ANALYTICS, OR RECOMMENDATIONS MAY NOT BE ACCURATE OR SUITABLE FOR ALL PURPOSES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- USE OF AI-GENERATED OUTPUTS IS AT THE USER'S OWN RISK;
- USERS ARE RESPONSIBLE FOR REVIEWING AND VALIDATING OUTPUTS BEFORE RELIANCE OR IMPLEMENTATION;
- THE COMPANY DISCLAIMS LIABILITY ARISING FROM RELIANCE ON AI-GENERATED COMMUNICATIONS, ANALYTICS, RECOMMENDATIONS, OR AUTOMATED DECISIONS.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT RELATING TO AI-GENERATED OUTPUTS OR AUTOMATED FUNCTIONALITY.

6. COMMUNICATION CONSENT, AI CALLING & TELECOM COMPLIANCE

Our Services may enable businesses, enterprises, and authorized users to communicate with individuals through AI-powered voice calling systems, automated communication workflows, WhatsApp messaging, email communication, SMS, social media messaging platforms, customer engagement tools, and related communication technologies.

By interacting with our Services, websites, applications, communication channels, or AI-enabled systems, users acknowledge and understand that communications may be initiated, processed, monitored, recorded, analyzed, or automated through artificial intelligence technologies and third-party communication infrastructure.

Consent to Receive Communications

Users and recipients acknowledge and agree that communications may be sent or initiated through:

- AI-powered voice calling systems;
- Automated calling technologies;
- AI-assisted customer support systems;
- WhatsApp Business messaging;
- Instagram messaging;
- SMS and text messaging systems;
- Automated email systems;
- CRM-triggered workflows;

- Appointment reminder systems;
- Customer engagement and marketing automation platforms.

Customers and users utilizing our Services are solely responsible for obtaining all legally required consents, authorizations, notices, and permissions from end users, customers, prospects, leads, or communication recipients prior to initiating communications through the Services.

Such consent may include, where applicable:

- Consent to receive AI-generated or AI-assisted communications;
- Consent to receive marketing or promotional communications;
- Consent to receive automated calls or messages;
- Consent for call recording and monitoring;
- Consent for communication analytics and AI processing;
- Consent for communication through WhatsApp, Instagram, email, SMS, or related platforms.

AI-Generated & Automated Communications

Our Services may use artificial intelligence, machine learning, conversational automation, synthesized speech technologies, workflow automation systems, and communication analytics tools to facilitate customer interactions.

Users acknowledge that:

- Certain communications may be generated or assisted by artificial intelligence systems;
- Voice interactions may involve synthesized or AI-generated speech;
- Automated systems may respond to, classify, prioritize, route, summarize, or analyze interactions;
- Human review or intervention may occur in certain cases;
- AI-generated outputs may not always be fully accurate, complete, or error-free.

Where required by applicable law, customers using the Services should provide appropriate disclosure that communications may be AI-generated or AI-assisted.

Call Recording & Monitoring Consent

Certain communications conducted through the Services may be recorded, transcribed, monitored, summarized, analyzed, or retained for purposes including:

- Quality assurance;
- Training and operational improvement;
- Customer support;
- Dispute resolution;
- Compliance monitoring;
- Fraud prevention;
- Analytics and reporting;
- AI model performance and optimization;
- Security and lawful business purposes.

By continuing with communications through the Services, users acknowledge and consent to such recording, monitoring, transcription, and processing to the extent permitted by applicable law.

Customers utilizing the Services are responsible for:

- Providing legally required call recording disclosures;
- Obtaining necessary consents from communication recipients;
- Complying with applicable telecom, privacy, employment, and consumer protection laws.

Marketing Communications & Promotional Messaging

Our Services may be used for sending:

- Promotional communications;
- Customer engagement messages;
- Marketing campaigns;
- Lead nurturing communications;
- Sales outreach;
- Event notifications;
- Reminders and updates.

Users may opt out of promotional communications:

- By using available unsubscribe mechanisms;
- By replying with opt-out keywords where supported;
- By contacting the relevant sender or business;
- Through communication preference settings where available.

Transactional, security-related, operational, or service-critical communications may continue to be sent where legally permitted even after opting out of marketing communications.

Do Not Disturb (DND) & Anti-Spam Compliance

Customers using the Services are responsible for complying with all applicable:

- Telecom regulations;
- Anti-spam laws;
- DND/do-not-disturb requirements;
- Marketing communication rules;
- Platform communication policies;
- Consumer protection laws.

Users shall not use the Services for:

- Unlawful robocalling;
- Spam communications;
- Deceptive or misleading campaigns;
- Unauthorized marketing;
- Impersonation;
- Fraudulent communication practices;
- Contacting recipients without required consent.

We reserve the right to suspend, restrict, investigate, or terminate accounts or communication activities that:

- Violate applicable laws;
- Generate spam or abuse complaints;
- Breach telecom or platform policies;
- Create security, fraud, reputational, or legal risks.

Communication Preference Management

Users may manage communication preferences through:

- Account settings where available;
- Unsubscribe links;
- Opt-out instructions;
- Communication preference tools;
- Direct communication with the relevant business or sender.

We may maintain suppression or opt-out records to ensure compliance with communication preferences and applicable laws.

Third-Party Communication Infrastructure

Communications facilitated through the Services may rely upon third-party infrastructure providers including:

- Telecom operators;
- Cloud telephony providers;
- SIP providers;
- Meta platforms;
- WhatsApp business APIs;
- Email service providers;
- Messaging gateways;
- CRM systems;
- Communication automation platforms.

Such third-party providers may independently process certain communication-related data subject to their own policies, operational standards, and legal obligations.

Compliance with Applicable Laws

Users, enterprise customers, and businesses using the Services agree to comply with all applicable:

- Telecom laws;
- Privacy laws;
- Communication regulations;
- Consumer protection requirements;
- Anti-spam regulations;
- AI governance requirements;
- Platform policies;
- Industry-specific compliance obligations.

Nothing in this Privacy Policy shall be interpreted as legal authorization to use the Services in violation of applicable law or regulatory requirements.

7. THIRD-PARTY PLATFORMS, MESSAGING SERVICES & INTEGRATIONS

Third-Party Platform Dependencies

The Services may integrate with, depend upon, interact with, or facilitate communications through various third-party platforms, infrastructure providers, APIs, communication systems, cloud services, messaging platforms, AI providers, CRM systems, telecommunications providers, and external software environments.

Such third-party services may include, without limitation:

- WhatsApp Business APIs;
- Meta Platforms;
- Instagram messaging systems;
- Facebook-related services;
- Cloud telephony providers;
- SIP and VOIP infrastructure providers;
- Telecom operators and carriers;
- Email delivery providers;
- CRM systems;
- AI infrastructure providers;
- Analytics platforms;
- Automation tools;
- Cloud hosting vendors;
- Payment gateways;
- External APIs and integrations.

The availability, functionality, performance, and continued operation of certain features of the Services may depend upon such third-party providers.

Independent Third-Party Policies & Terms

Users acknowledge and agree that:

- Third-party platforms operate independently from AUXIFY;
- Use of third-party integrations may be subject to separate terms, conditions, acceptable use policies, developer policies, communication restrictions, and privacy practices imposed by such providers;
- Meta, WhatsApp, Instagram, telecom providers, messaging vendors, and other third parties may independently interpret and enforce their own policies.

Users utilizing third-party integrations remain solely responsible for reviewing and complying with all applicable:

- Meta Platform Terms;
- WhatsApp Business Terms;
- Messaging platform requirements;
- Telecom regulations;
- API usage restrictions;
- Communication rules;
- Advertising policies;
- Anti-spam requirements;
- Industry-specific legal obligations.

WhatsApp & Meta Platform Restrictions

Users acknowledge that WhatsApp, Meta Platforms, Instagram, and related providers may:

- Restrict or suspend messaging capabilities;
- Reject templates or communications;
- Limit communication frequency;
- Impose messaging quality restrictions;
- Block accounts or phone numbers;
- Disable integrations;
- Modify APIs or platform functionality;
- Impose approval requirements;
- Restrict industries or communication categories;
- Enforce automated moderation or filtering systems.

Such restrictions may occur:

- With or without prior notice;
- Due to platform policy enforcement;
- Based on complaint activity;
- Due to regulatory or operational requirements;
- Due to messaging quality or engagement metrics;
- Based on third-party decisions outside the company's control.

No Liability for Third-Party Actions

The Company is not responsible or liable for:

- Suspension or termination of third-party accounts;
- Rejection or filtering of messages or calls;
- Telecom carrier restrictions;
- WhatsApp or meta enforcement actions;
- Communication delivery failures;

- API downtime or outages;
- Platform restrictions or bans;
- Modification or discontinuation of third-party services;
- Loss of integrations caused by external providers;
- Interruptions arising from third-party infrastructure failures.

Users acknowledge that third-party platforms may independently determine:

- Delivery prioritization;
- Account eligibility;
- Messaging approvals;
- Quality ratings;
- Usage restrictions;
- Communication limits.

Communication Delivery & Availability

The Company does not guarantee:

- Delivery of messages, calls, emails, or communications;
- Uninterrupted availability of integrations;
- Continued support for specific APIs or platforms;
- Compatibility with all third-party systems;
- Approval of messaging templates or campaigns;
- Uninterrupted operation of third-party communication infrastructure.

Communication delivery and platform functionality may be affected by:

- Telecom network conditions;
- Platform policies;
- API limitations;
- Recipient preferences;
- DND filtering;
- Spam detection systems;
- Infrastructure outages;
- Governmental restrictions;
- Third-party operational changes.

Customer Responsibility for Third-Party Compliance

Users and enterprise customers remain solely responsible for:

- Configuring integrations appropriately;
- Maintaining required third-party accounts or approvals;

- Complying with third-party policies;
- Obtaining required communication consents;
- Ensuring lawful messaging and communication practices;
- Monitoring communication quality and complaint activity;
- Managing platform approvals and verifications;
- Complying with meta, WhatsApp, telecom, and messaging platform requirements.

Users shall not use the Services in any manner that:

- Violates third-party platform policies;
- Circumvents messaging restrictions;
- Abuses communication infrastructure;
- Risks suspension of platform integrations;
- Generates spam or abuse complaints;
- Harms the integrity or reputation of third-party systems.

API Changes & Platform Modifications

Third-party providers may:

- Change APIs;
- Discontinue features;
- Modify technical requirements;
- Revise pricing structures;
- Alter approval workflows;
- Impose new compliance obligations;
- Restrict functionality.

Accordingly, the Company reserves the right to:

- Modify integrations;
- Limit or discontinue platform functionality;
- Suspend unsupported features;
- Implement technical or operational changes;
- Revise integration capabilities.

Such modifications may occur without liability where reasonably necessary due to third-party platform changes or operational requirements.

External Data Processing & Infrastructure

Certain communications, workflows, metadata, or customer information processed through integrations may transit through or be processed by third-party infrastructure providers outside the Company's direct control.

Users acknowledge that:

- Third-party providers may independently process communication-related information;
- Communication metadata may be subject to external platform processing;
- Infrastructure providers may maintain servers in multiple jurisdictions;
- Platform usage may involve international data transfers or processing.

Third-Party Service Availability Disclaimer

The Company makes no representation or warranty regarding:

- The reliability of third-party services;
- Uptime of external platforms;
- Compatibility of integrations;
- Availability of APIs;
- Uninterrupted operation of external infrastructure.

Third-party providers may suspend, restrict, or discontinue services at any time, which may impact functionality of the Services.

Suspension & Risk Mitigation Measures

Where reasonably necessary to:

- Maintain platform integrity;
- Reduce operational or legal risks;
- Comply with third-party requirements;
- Mitigate abuse complaints;
- Prevent spam or fraudulent activity;
- Comply with telecom or messaging regulations;

the Company reserves the right to:

- Restrict integrations;
- Suspend messaging functionality;
- Disable communication workflows;
- Limit API access;

- Suspend or terminate accounts;
- Impose operational safeguards or usage limitations.

No Endorsement of Third-Party Platforms

Reference to or integration with third-party platforms does not constitute:

- Endorsement;
- Partnership;
- Sponsorship;
- Certification;
- Guarantee of compliance;
- Guarantee of service quality.

Users interact with third-party services at their own risk and subject to applicable third-party terms and policies.

8. ACCEPTABLE USE, LAWFUL COMMUNICATIONS & PROHIBITED ACTIVITIES

Our Services are intended solely for lawful, authorized, ethical, and legitimate business, customer engagement, communication, operational, and automation purposes.

Users, enterprise customers, businesses, administrators, and authorized personnel utilizing the Services are responsible for ensuring that all communications, workflows, campaigns, AI-generated interactions, integrations, and activities conducted through the platform comply with applicable laws, regulations, industry standards, telecom requirements, platform policies, and contractual obligations.

Lawful Use Requirement

Users may use the Services only for lawful and authorized purposes.

Users shall not use the Services:

- In violation of applicable laws or regulations;
- In a manner that infringes the rights of others;
- For deceptive, fraudulent, abusive, unethical, or misleading purposes;
- In ways that may cause harm to individuals, businesses, communication networks, platforms, or third parties.

Enterprise customers remain solely responsible for:

- The legality of communications initiated through the Services;
- Obtaining required notices and consents;
- Ensuring lawful use of AI-generated or automated communications;
- Complying with telecom, privacy, consumer protection, anti-spam, and industry-specific requirements.

Prohibited Communications & Activities

Users shall not use the Services for any unlawful, unauthorized, deceptive, harmful, abusive, or prohibited activity including, without limitation:

a. Fraudulent & Deceptive Activities

- Phishing or credential harvesting;
- Scam calls or fraudulent communications;
- Impersonation of individuals, businesses, regulators, government entities, financial institutions, or emergency services;
- Deceptive AI-generated interactions;
- Social engineering attacks;
- Misleading or false representations;
- Unlawful solicitation schemes;
- Fraudulent lead generation;
- Deceptive marketing campaigns;
- Identity theft or identity misrepresentation.

b. Unauthorized Communications

- Contacting individuals without legally required consent;
- Unlawful robocalling;
- Spam communications;
- Bulk unsolicited messaging;
- Bypassing opt-out or unsubscribe preferences;
- Violating do-not-disturb (“DND”) requirements;
- Unauthorized promotional campaigns;
- Unlawful telemarketing activities;
- Use of purchased, scraped, or unlawfully obtained contact databases.

c. Political, Manipulative & Sensitive Use Cases

- Political robocalling campaigns where prohibited;
- Unlawful political campaigning;
- Voter manipulation activities;
- Misinformation or disinformation campaigns;
- Deceptive synthetic voice usage;

- Undisclosed AI impersonation intended to mislead recipients;
- Manipulation of vulnerable individuals;
- Harassment, intimidation, or abusive communications.

d. Financial & Debt Collection Misuse

- Unlawful debt collection activities;
- Abusive collection practices;
- Unauthorized financial solicitations;
- Deceptive lending or investment promotions;
- Unlawful recovery communications;
- Misleading financial representations.

e. Security & Platform Abuse

- Attempting to gain unauthorized access to systems or accounts;
- Bypassing platform security controls;
- API abuse or unauthorized automation;
- Distribution of malware or malicious code;
- Interference with platform operations;
- Excessive automated requests intended to disrupt services;
- Attempts to reverse engineer, exploit, probe, or compromise platform infrastructure.

f. Harmful or Illegal Content

- Unlawful, defamatory, obscene, abusive, discriminatory, extortion or threatening content;
- Communications promoting violence, exploitation, or unlawful conduct;
- Illegal products or services;
- Communications violating intellectual property or privacy rights;
- Unlawful surveillance or monitoring activities.

AI Communication Transparency

Where required by applicable law or platform policies, users and enterprise customers are responsible for ensuring that recipients are appropriately informed when:

- Communications are AI-generated;
- Voice interactions involve synthesized or artificial speech;
- Automated systems are being used;
- Communications are recorded or monitored.

Users shall not use the Services to deceptively impersonate humans, conceal automated activity where disclosure is legally required, or mislead recipients regarding the nature of communications.

Telecom, Platform & Messaging Compliance

Users utilizing communication-related functionality agree to comply with all applicable:

- Telecom regulations;
- Anti-spam requirements;
- Messaging platform rules;
- WhatsApp business policies;
- Meta platform requirements;
- Consumer protection laws;
- Marketing communication regulations;
- Call recording requirements;
- AI governance obligations;
- Communication consent requirements.

Users are solely responsible for:

- Message content;
- Campaign targeting;
- Communication frequency;
- Recipient consent management;
- Opt-out handling;
- Regulatory compliance obligations.

Monitoring, Enforcement & Investigations

We reserve the right, but do not assume the obligation, to:

- Monitor usage of the Services;
- Investigate suspected violations;
- Review abuse complaints;
- Restrict or suspend platform access;
- Remove or disable workflows, integrations, or communications;
- Cooperate with regulators, telecom operators, law enforcement agencies, platform providers, or governmental authorities;
- Preserve logs, records, or evidence relating to suspected misuse;
- Take corrective, preventive, or enforcement measures.

Actions may be taken where we reasonably believe that usage of the Services:

- Violates applicable laws or policies;
- Creates legal, security, operational, or reputational risks;
- Harms users, customers, communication recipients, or third parties;
- Threatens the integrity, security, or reliability of the services.

Third-Party Platform Restrictions

Users acknowledge that:

- Third-party communication providers may independently enforce their own platform policies;
- Telecom operators or messaging providers may block, filter, suspend, or restrict communications;
- Meta, WhatsApp, email providers, sip providers, cloud telephony vendors, or other platforms may impose limitations, approvals, or restrictions;
- Violation of third-party policies may result in suspension or restriction of integrations or services.

We are not responsible for restrictions, suspensions, filtering decisions, or enforcement actions taken by third-party providers outside our control.

Customer Responsibility & Indemnification

Enterprise customers and users remain solely responsible for:

- Communications initiated through the Services;
- AI workflows configured by them;
- Compliance with applicable laws and regulations;
- Activities conducted using connected integrations, APIs, or third-party platforms.

Users agree not to use the Services in any manner that could:

- Expose us to legal or regulatory liability;
- Damage platform reputation;
- Disrupt communication infrastructure;
- Create cybersecurity risks;
- Result in telecom or platform enforcement actions.

Suspension & Termination Rights

We reserve the right to suspend, restrict, terminate, investigate, or limit access to the Services where we reasonably determine that:

- Unlawful activity may be occurring;
- Communications violate applicable laws or policies;
- Deceptive or abusive conduct is detected;
- Telecom or platform abuse complaints arise;
- Platform integrity or security may be affected.

Such actions may be taken with or without prior notice where reasonably necessary for security, legal, operational, or compliance purposes.

9. CUSTOMER DATA OWNERSHIP & PROCESSING RIGHTS

Customer Ownership of Customer Data

As between the parties, users and enterprise customers retain all rights, title, ownership interests, and intellectual property rights in and to Customer Data submitted to, uploaded to, transmitted through, synchronized with, processed by, or generated through the Services.

“Customer Data” may include, without limitation:

- Customer records;
- CRM information;
- Contact databases;
- Communication content;
- Call recordings;
- Transcripts;
- Prompts and conversational inputs;
- AI interaction data;
- Workflows and automation configurations;
- Support records;
- Messaging content;
- Lead and pipeline information;
- Uploaded documents or files;
- Integrations and synchronization data;
- Business communications and related information.

Except for the limited rights expressly granted under these Terms, nothing in these Terms transfers ownership of Customer Data to the Company.

Limited License to Process Customer Data

Users and enterprise customers grant the Company a limited, non-exclusive, revocable (subject to operational and legal requirements), worldwide right and license to host, store, access, transmit, process, synchronize, analyze,

reproduce, modify, display, route, and otherwise use Customer Data solely as reasonably necessary to:

- Provide and operate the Services;
- Enable integrations and workflows;
- Facilitate communications;
- Process AI-powered functionality;
- Maintain platform security and integrity;
- Provide customer support;
- Monitor and prevent fraud or abuse;
- Comply with applicable legal obligations;
- Perform backup, recovery, logging, and operational activities;
- Improve platform reliability and functionality as permitted under applicable agreements and law.

Such rights are limited to the scope reasonably necessary for operation of the Services and related business purposes described in applicable agreements and the Privacy Policy.

No Sale of Customer Data

Except as expressly permitted by applicable agreements, customer instructions, or applicable law, the Company does not sell Customer Data to unrelated third parties.

AI Processing & Limited Usage Rights

Where users or enterprise customers enable AI-powered functionality, the Company may process Customer Data through:

- AI systems;
- Automation engines;
- Conversational analytics tools;
- Workflow orchestration systems;
- Communication routing infrastructure;
- Summarization and transcription systems.

Unless expressly authorized by the relevant customer or agreement:

- The Company does not intentionally use enterprise customer confidential data to train generalized AI models intended for unrelated third-party usage;
- Customer-specific confidential business information is not intentionally used for unrelated commercial exploitation.

However, the Company may use:

- Aggregated information;
- Anonymized information;
- De-identified analytics;
- Operational metadata;
- System performance metrics;
- Usage statistics;

for:

- Service improvement;
- Security;
- Analytics;
- Operational optimization;
- Troubleshooting;
- Fraud prevention;
- Platform development.

Customer Responsibility for Rights & Permissions

Users and enterprise customers represent and warrant that they:

- Possess all necessary rights, permissions, authorizations, and lawful bases to upload, process, synchronize, communicate, store, or otherwise utilize Customer Data through the Services;
- Have obtained all required notices and consents from affected individuals;
- Are authorized to grant the processing rights described in these Terms.

Users shall not upload or process Customer Data in violation of:

- Applicable laws;
- Contractual obligations;
- Intellectual property rights;
- Privacy rights;
- Telecom regulations;
- Confidentiality obligations.

Enterprise Customer Control

Where enterprise customers utilize the Services:

- Such customers generally control the content, scope, configuration, retention, and use of Customer Data processed through their accounts;

- Enterprise customers may manage integrations, workflows, communication settings, automation features, and retention configurations subject to platform capabilities.

The Company processes Customer Data in accordance with:

- Customer instructions;
- Applicable agreements;
- Operational requirements;
- Security obligations;
- Applicable laws and regulations.

Third-Party Integrations & External Platforms

Where users enable integrations with:

- WhatsApp;
- Meta platforms;
- CRM systems;
- Telecom providers;
- Cloud services;
- Messaging platforms;
- External APIs;

Customer Data may be transmitted to or processed through third-party systems outside the Company's direct control.

Users acknowledge that such third-party providers may independently process information subject to their own terms, policies, and operational practices.

Data Retention & Deletion

Customer Data may be retained, deleted, archived, anonymized, or processed in accordance with:

- Customer configurations;
- Operational requirements;
- Backup schedules;
- Legal obligations;
- Security and fraud prevention requirements;
- Applicable agreements;
- The privacy policy.

Deletion requests may not result in immediate removal of all information due to:

- Technical limitations;
- Backup retention cycles;
- Legal retention obligations;
- Operational dependencies.

Security & Confidentiality

The Company implements commercially reasonable safeguards intended to protect Customer Data from unauthorized access, misuse, alteration, disclosure, or destruction.

However:

- No platform or communication system can be guaranteed completely secure;
- Users remain responsible for safeguarding credentials, integrations, workflows, and connected systems under their control.

Customer Data Restrictions

Users shall not use the Services to upload, process, transmit, or store Customer Data that:

- Violates applicable law;
- Infringes third-party rights;
- Is fraudulent, deceptive, or unlawful;
- Contains malicious code;
- Creates legal, regulatory, telecom, or security risks.

The Company reserves the right to restrict or suspend processing activities that reasonably appear to violate these Terms, applicable laws, or platform integrity requirements.

Survival of Rights & Obligations

Provisions relating to:

- Customer Data ownership;
- Confidentiality;
- Intellectual property;
- Liability limitations;
- Indemnification;
- Security;
- Legal compliance;

shall survive termination or expiration of the Services to the extent reasonably necessary.

10. DUTIES OF A USER

You shall comply with all applicable local, provincial laws, and regulations in connection with Your availing of the Services.

A user can only make or receive calls on AUXIFY if they're within India. They cannot make or answer calls if they are outside India. They may continue to use

AUXIFY for management, overview of calls or use any other software services such as CRM, WhatsApp API via AUXIFY even if they are outside India

You shall keep AUXIFY informed of any technical issues or problems with the "APP", as and when the issues develop.

You shall not engage in any activity other than strictly for the purposes specifically laid down under these Terms as integral constituents of the Services.

While Using the Services, You shall not-

- a. use the Services and the assets, either directly and/or indirectly, for sharing of nudity, pornographic or adult material, sexually explicit images or descriptions involving sexual behavior, or other content deemed offensive by AUXIFY according to community standards and/or applicable law, is strictly prohibited. AUXIFY reserves a right to immediate terminate Your account on being notified of any such act performed without any further notice;
- b. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any other Person;
- c. conduct or forward surveys, contests that are construed as illegal activities that include but are not limited to gambling activities, pyramid schemes or chain letters;
- d. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- e. provide any information that is incorrect or misleading in any way;
- f. use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the AUXIFY Products or

content, or in any way reproduce or circumvent the navigational structure or presentation of the AUXIFY Products, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the "APP";

- g. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the AUXIFY Products;
- h. use the call recording functionality in the event any credit card, debit card, other payment information or any other sensitive personal information is made available to You and/or Your customer during a call;
- i. engage in any activity which violates any applicable laws, rules and regulations.

RIGHT OF PARTIES

Nothing in this Agreement shall be construed to create any relationship between AUXIFY and You other than that of a service provider and user. You do not have the authority to bind AUXIFY in any manner whatsoever.

Notwithstanding anything contained herein, AUXIFY shall have the unilateral right to terminate this Agreement.

DECLARATIONS, REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Party hereby represents and warrants that it has the legal right, power and authority to enter into, deliver and perform this Agreement and any other documents executed in connection with or pursuant thereto.

Notwithstanding anything contained herein, the User does not have the right to assign any of his/her duties or obligations to any other person or organization under this Agreement.

The User further represents and warrants that;

- (i) it/he/she shall comply with all applicable laws in the course of performing its obligations under this Agreement;
- (ii) it/he/she has no criminal antecedents or convictions and/ or no criminal action is pending against him/her;
- (iii) it/he/she shall not use the Services except strictly for the purposes specifically laid down in this Terms of Service.

Notwithstanding anything in this Agreement or otherwise, the User represents and warrants that it/he/she shall always comply with applicable local laws and

regulations including legal notice requirements thereof while using the call recording functionality.

The User acknowledges and agrees that AUXIFY Products are not intended to support or carry emergency calls to any Emergency Services and the Services are meant to be used solely and exclusively for the purposes of managing and growing Your business. For the purposes of this Agreement, the term “Emergency Services” shall mean and refer to the services that allow a user to connect with emergency services such as law enforcement service, fire service, medical service or any other similar emergency services or any other similar emergency services.

The User further acknowledges and agrees that it/he/she shall be solely responsible for ensuring all compliances with any and all the regulations, statutes, orders, decisions, directions, notifications issued by Telecom Regulatory Authority of India (“TRAI”) and any other law in force from time to time which may be applicable to the use of any of the Services. The User acknowledges and agrees that it/he/she shall be solely liable, directly or indirectly, for all damages or losses caused or alleged to be caused to AUXIFY, by or in connection with any misuse of the Services provided by AUXIFY and for any and all other violations of the applicable laws.

THIRD PARTY CONTENTS

We cannot and will not assure that other Users are or will be complying with the foregoing rules or any other provisions of these Terms of Service, and, as between You and Us, You hereby assume all risk of harm or injury resulting from any such lack of compliance.

You acknowledge that when You access a link that leaves the services, the site You will enter into is not controlled by Us and different terms of use and privacy policy may apply. By assessing links to other sites, You acknowledge that We are not responsible for those sites. We reserve the right to disable links to and / or from third-party sites to the Services, although we are under no obligation to do so.

INTELLECTUAL PROPERTY

AUXIFY shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, content of the "App", video recordings, ideas and information, google text chats which are subject matter of services (collectively referred to as “Intellectual Properties”).

Notwithstanding anything contained in this Agreement, Intellectual Properties include all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like.

You acknowledge and agree that We own and have all the rights and interest in all the Intellectual Property Rights in AUXIFY Products. You further acknowledge that We are only granting to You a limited License to use AUXIFY Products in accordance with this Agreement and are not granting to You any Intellectual Property Rights in AUXIFY Products.

Except as expressly specified in this Agreement, no other license or right is hereby granted by implication.

CONFIDENTIALITY:

The User agrees to keep all technical and non-technical information, which AUXIFY may have acquired before or after the date of this Agreement in relation to the technology, customers, business, operations, financial conditions, assets or affairs of AUXIFY resulting from negotiating this Agreement; or exercising its rights or performing its obligations under this Agreement; or which relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement), including but not limited to business plans, business forecasts, research, technology and financial information, procurement requirements, purchasing requirements, manufacturing, customer lists, sales and merchandising efforts, marketing plans, experimental work, development, design details, specifications, engineering, copyrights, trade secrets, proprietary information, know-how, processes, equipment, algorithms, software programs, software source documents, and information in any way related to the current, future and proposed business, AUXIFY Products and Services of AUXIFY confidential or any other information designated as confidential from time to time.

Notwithstanding anything in the foregoing to the contrary, confidential information shall not include information which:

- (a) was known by the User prior to receiving the confidential information from AUXIFY;
- (b) becomes rightfully known to the User from a third-party source not known (after diligent inquiry) by the User to be under an obligation to AUXIFY to maintain confidentiality;
- (c) is or becomes publicly available through no fault of or failure to act by the User in breach of this Agreement;
- (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.

TERMINATION

These Terms of Service are effective unless and until terminated by either You or AUXIFY. You may terminate these Terms of Service at any time by notifying Us that You no longer wish to use Our Services, or when You do not renew Your subscription to the Services.

If in Our sole judgment You fail, or We suspect that You have failed, to comply with any term or provision of these Terms of Service, We may terminate these Terms of Service at any time without notice and You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny You access to our Services (or any part thereof).

In the event of any termination of this Agreement, the User shall promptly and forthwith make payments accrued or due to AUXIFY.

Upon termination of this Agreement:

- a. You shall forthwith stop using and return the AUXIFY Number(s) that were allocated to You under this Agreement and AUXIFY retains the full and absolute right to re-allocate such AUXIFY Number(s) to Our Other Users;
- b. any rights or obligations of the User existing at the time of expiration or termination, which, by their nature, survive the expiration or termination of this Agreement and such other provision as specifically identified in this Agreement, shall survive.

PAYMENTS

"APP" Subscription:

- a. Term & Subscription Plan: The subscription plans and their respective pricing will be updated on the "APP" from time to time and the User is advised to select the appropriate subscription based on its business requirements.
- b. Invoice: AUXIFY will raise the invoice on the User on the basis of the subscription plan availed by such User for the Services. The User shall pay AUXIFY the periodic subscription fee (inclusive of all taxes) in advance as per the plan which it chooses.
- c. Renewal: The subscription plan may be renewed by the Parties on expiry of the initial term of the subscription plan provided that consideration for the Services is paid in advance by the User. In case the User fails to make payment for the Services, AUXIFY will cease to provide the Services in any capacity.

- d. Irregular Payments: If the User does not make payment or makes irregular payments, AUXIFY may, in its sole discretion, terminate the subscription plan availed by the User and/or discontinue the Services without notice.

Multiple Payment Options: The User acknowledges that multiple payment options such as debit/credit card, net banking, Unified Payments Interface (UPI) etc. are made available at the time of making transaction. The User further agrees and acknowledges that AUXIFY shall not be responsible or assume any liability in respect of any loss or damage arising directly or indirectly to the User due to any payment issues arising out of any transaction on the third-party payment gateway. However, AUXIFY reserves the right, but have no obligation, to facilitate and support the User in mutually resolving any transaction failure or such other payment issues faced by the User; provided however, that the User ensures and takes all reasonable efforts to immediately contact, co-operate with and notify AUXIFY regarding the payment issues faced by the User.

AUXIFY reserves the right to amend the pricing, pricing bands or structure in any transaction that falls within the purview of this Agreement from time to time for any reason whatsoever, subject to due notification of such amendment to the User (direct notification or via AUXIFY's "APP") and the User specifically disclaims any and all rights that vest upon him/her under any contract, law or equity in this regard.

Refund Policy: We do not have a refund policy.

NO WARRANTIES

The materials on AUXIFY's "APP" are provided "as is". AUXIFY makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Furthermore, AUXIFY does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its "APP" or otherwise relating to such materials or on any sites linked to this site.

For the duration of the term of this Agreement, the "APP" shall be maintained by AUXIFY and it shall make its commercially best efforts to deal with any technical issues affecting the Services (such as, for instance, the platform becoming inoperative). AUXIFY does not warrant that the User will be able to use the Services at all times or locations on the "APP" or that the platform and the Services provided through the "APP" will be uninterrupted or error-free.

The materials as appearing on the "APP" may contain typographical errors, inaccuracies or omissions. AUXIFY reserves the right, although it is under no obligation to do so, to correct any errors, inaccuracies or omissions, and to

change or update information or material as appearing on the "APP" at any time without prior notice.

The User acknowledges and agrees that certain Services may provide functionality that allows the User to record and capture audio and data shared during the call sessions. The User further agrees that it/he/she is solely responsible for complying with all applicable laws including privacy laws in the relevant jurisdictions while using the call recording functionality, including providing notices, obtaining consents and maintaining documentation of such consent. AUXIFY disclaims any and all liability relating to or in connection with User's recording of audio or shared data, and the User hereby agrees to defend, indemnify and hold AUXIFY harmless from all the damages, losses or liabilities related to the recording of any audio or data.

INDEMNITY

You shall indemnify and hold harmless AUXIFY, its owner, licensee, affiliates (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of these Terms of Service, Privacy Policy and other terms and conditions, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of AUXIFY and/or third party, including but not limited to any damages caused to the brand image of AUXIFY by means of posting wrong/obscene/ deteriorating/decadence posts/video on social media sites/blogs.

LIMITATION OF LIABILITY

IN NO EVENT SHALL AUXIFY BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL OR OTHER SUCH LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO THOSE SUCH AS AND/OR RESULTING FROM LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, DEPLETION OF GOODWILL, LOSS OR CORRUPTION OF DATA OR INFORMATION, PURE ECONOMIC LOSS AND/OR SIMILAR LOSSES OR DAMAGES OF ANY KIND, HOWSOEVER ARISING IN CONNECTION WITH THESE TERMS OF SERVICE, EVEN IF THE PARTIES HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

PRIVACY POLICY

Use of the Services is also subject to AUXIFY's Privacy Statement, a link to which can be found by selecting "Privacy Policy" in the footer of AUXIFY's "APP". The

Privacy Policy noticed at www.auxify.live/privacy-policy is incorporated into this Agreement by this reference.

UPDATES

We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Service, at any time without any prior written notice to You. We suggest that You regularly check these Terms of Service to apprise Yourself of any updates. Your continued use of the "App" following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Service, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the "APP".

SEVERABILITY

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Service shall survive, remain in full force and effect and continue to be binding and enforceable.

FORCE MAJEURE

If the performance of AUXIFY's obligations hereunder is prevented, restricted or interfered with by reason of fire, or by epidemic or pandemic, or other casualty or accident; strike or labor disputes; war or other violence; or cyberattacks; or telecom outage; or cloud failure; or API disruptions; or AI provider outage; or any act or condition beyond the reasonable control of AUXIFY, or an act of God (each a "Force Majeure Event"), then AUXIFY shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that AUXIFY shall give prompt notice within a period of thirty (30) days from the date of occurrence of the Force Majeure Event and providing a description to the User of such Force Majeure Event in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure Event and the likely duration of the impact or delay cause by the Force Majeure Event; and provided further that AUXIFY shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

If AUXIFY's performance of its obligations under this Agreement is suspended due to the occurrence of a Force Majeure Event for a period in excess of thirty

(30) business days, AUXIFY may terminate these Terms of Service or suspend its Services or use of "APP" without incurring any charges.

NON-ASSIGNMENT

You shall not assign or transfer or purport to assign or transfer the contract between You and Us to any other person.

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

These Terms of Service are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this "APP", shall be subject to the jurisdiction of the courts at Indore Madhya Pradesh, India.

GRIEVANCE REDRESSAL OFFICER

In furtherance of the Information Technology Act, 2000 ("IT Act") and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 ("Intermediary Guidelines") a grievance officer is appointed to ensure compliance with the IT Act and the Intermediary guidelines. Any discrepancies or grievances with regard to content and or comment or breach of the Terms of Service shall be taken up with the designated grievance officer as mentioned below in writing or through email signed with the electronic signature to:

Attention : Customer Support Lead

Email ID : support@auxify.live

Address : Getit Express Private Limited, MZ-2, Central Business Park, 1FA Scheme No 94, Ring Road, Above HDFC Bank, Indore, Madhya Pradesh, India 452016

The grievance officer shall revert to every complaint within 24 hours of receipt of the complaint. Further, AUXIFY shall take best possible efforts to redress the complaint within 15 days of receipt of the complaint. Any suggestions by AUXIFY regarding use of the Services shall not be construed as a warranty.

SUPPORT

AUXIFY offers an email, calling and in-app-based support system. In case you require any assistance or support, you may access support resources or contact our support via WhatsApp at +91 9035504487, or use the "Help and Support" function on the APP, or email at support@auxify.live

The AUXIFY provides Support on Monday – Friday between the hours of 10 a.m. – 6:30 p.m. IST (except public holidays).

The User agrees and acknowledges that AUXIFY shall address and attempt to resolve the complaint received in accordance with the standard policies and procedures adopted by AUXIFY, the User's disapproval/discontent with the outcome/mode of redressal shall not be deemed to mean non-redressal of the complaint by AUXIFY. Any suggestions by AUXIFY regarding use of the Service shall not be construed as warranty.

In furtherance of the Consumer Protection Act 2019 ("Consumer Protection Act") and the Consumer Protection (E- Commerce) Rules 2020 ("E-Commerce Rules") a nodal officer is appointed to ensure compliance with the Consumer Protection Act and the E-Commerce Rules.

The details of the grievance officer to which consumer grievances can be redressed are as follows;

Name : Pratik Jatale
Contact Details : support@auxify.live
Designation of such officer : Customer Support Lead

AUXIFY shall revert to every complaint within 48 hours of receipt of the complaint. Further, AUXIFY shall take best possible efforts to redress the complaint within 30 days of receipt of the complaint. Any suggestions by AUXIFY regarding use of the Services shall not be construed as a warranty.

The User agrees and acknowledges that AUXIFY shall address and attempt to resolve the complaint received in accordance with the standard policies and procedures adopted by AUXIFY, the User's disapproval/discontent with the outcome/mode of redressal shall not be deemed to mean non-redressal of the complaint by AUXIFY. Any suggestions by AUXIFY regarding use of the Service shall not be construed as a warranty.

CONTACT

If you have any questions regarding the Services or usage of the APP, please contact AUXIFY at support@auxify.live. Please note that for the purpose of validation, you shall be required to provide information (including, but not limited to contact number or registered mobile number, etc.) for the purpose of validation and taking your service request.