

Introduction

Xoxoday (Nreach Online Services Private Limited, a company incorporated under the Companies Act 1956, & Nreach Online Services Ltd, a company registered under the laws of India, its affiliates and subsidiaries and herein after referred in short "Xoxoday". ("Xoxoday", "we," "us," and/or "our"). For Xoxoday, registered users, the website, together with Xoxoday mobile app (the "App") and application programming interface (the "API") all together referred as Service, also provides a platform and tools for using the Service and is considered a part of the Service.

1. Acceptance of terms & conditions of service

Xoxoday provides the website and the Service, including the APP, the API and any functionality services offered on or through the website and the Service, to you subject to these Terms and Conditions of Service (this "TOS"). This TOS includes Xoxoday Privacy Policy, which explains how Xoxoday collects, uses and protects data from visitors to the website and users of the Service. If you do not agree with any part of this TOS, you may not use the website or the Service in any way. Your use of the website indicates your acceptance of this TOS. Use of the App and certain portions of the website are only available to Xoxoday registered users. If you are a Xoxoday registered user, your use of the Site and the Service is conditioned on your acceptance of these TOS. For the purpose of this Agreement, the term, "Personal Information" shall mean and include, without limitation, personal details such as name, age, address, and employment details and such Personal Information may also include passwords, details of bank account, credit card, or debit card or other details of payment instrument (collectively, "Financial Information") as may be obtained from you for facilitating online payments during your usage of the website. If your organization has entered into a commercial agreement with Xoxoday, including any agreement or addendum related to the protection of personal data (a "Customer Agreement"), then (i) the terms of the Customer Agreement govern the relationship between your organization and Xoxoday, and this TOS governs your individual use of the Site and the Service, and (ii) if there is any conflict between this TOS and the Customer Agreement, the Customer Agreement will take precedence over this TOS.

2. KYB – Know your Business

Know Your Business "KYB", can be defined as the process of verifying the identification information provided by a business. We conduct an investigation to verify the identity of entities we plan to do business with. This helps us build a risk-free relationship with other companies.

In cases where we cannot identify the business, we document and communicate the reasons to such Business for our failure to identify them. And we do not engage with them till they are identified.

Using this approach, we ensure that we do not knowingly conduct business with the following:

1. Terrorist & Terrorist Organizations
2. Persons involved in narcotics, money laundering or human trafficking;
3. Anonymous Organizations; and
4. Shell Companies

In addition, we also confirm the beneficial owners of the organizations. Beneficial owners are any individuals(s) that own or control 25% or more of the organization, either directly or indirectly.

3. Account

Your organization will provide your personal information to create the account and will have access to modify on need basis. Upon signing up to your account, you will be considered as user of the

account and will have access to the website as per the role assigned to you by your organization. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Xoxoday immediately of any unauthorized use of your account or any other breach of security. Xoxoday will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge so long as the security or data breach is not attributable to any fraud, negligence, security breach, or misconduct on part of Xoxoday. However, you could be held liable for losses incurred by Xoxoday or another party due to unauthorized use of your account.

4. Site access

Xoxoday makes available to its customers and their users from time to time application programming interfaces, browser or other application plugins and related documentation and other related materials, which may include sample code (collectively, the “API”). If you are a registered user, or an administrator or developer on behalf of an organization that is a Xoxoday customer, then you may use the API for your or such customer’s internal business purposes to develop or enable web or other software services or applications (“Integrations”) that will communicate and interoperate with the Service. Notwithstanding anything in this TOS or other agreement between you or your organization and Xoxoday to the contrary, the API is provided “as is,” and Xoxoday makes no representation or warranty of any kind in connection with the API, including without limitation any representation or warranty that the API, Integrations, or any products or results of the use of the API or Integrations will meet your or your organization’s requirements, achieve any intended result, be compatible or work with any of your or your organization’s or any third party’s software, systems or other services.

If you are an administrator on behalf of an organization that is a Xoxoday customer, then you may designate authorized users of your organization’s account, and by using the Site and the Service, you confirm that you are authorized by your organization to do so. Those authorized users will have the ability to access your organization’s account and to take any actions that users are authorized to take under this TOS and any applicable Customer Agreement. If you establish or are given a user account as an employee or contractor of an organization that has a Customer Agreement with Xoxoday, you represent that you are authorized by your organization to do so, and you agree to use the Site and the Service solely as authorized by your organization.

To access the certain areas of the website and the Service, you may be asked or required to provide certain registration details or other information. It is a condition of your use of the Site and the Service that all such details and information that you provide be correct, current and complete. You expressly agree that all information you provide to register with Xoxoday is subject to the terms of Xoxoday’s Privacy Policy, and you consent to all actions we take with respect to your information consistent with Xoxoday’s Privacy Policy. If you choose or are provided with a user name, password or any other information as part of the security features of the Site or the Service, you agree to treat such information as confidential, and you agree not to disclose it to any other person or entity. You user account, if applicable, is personal to you, and you agree not to provide any other person with access to the Site or the Service through your user account. You agree to notify Xoxoday immediately if you become aware of any unauthorized access or use of your user name, password or other security information. Xoxoday reserves the right to bar access to the Site and the Service by any unauthorized user, or any user who Xoxoday has reason to believe is in breach of this TOS

5. Payments

Customer acknowledges that the receipt of an authorisation for a Payment Transaction indicates that, as of the date of the authorisation, the underlying Funding Instrument has sufficient credit with

the card issuer or Operator for the amount of the Purchase Amount. Customer further acknowledges that upon receipt of an authorisation for a Payment Transaction, Customer payment obligation to Xoxoday is completed and discharged (except in the event of chargeback or other reversal). Customer acknowledges that the authorisation is not a confirmation of the Customer's identity; nor is an authorisation or guarantee by Xoxoday that the transaction will not be subject to a chargeback or other reversal.

6. Refund and Cancellation Policy

For Vouchers purchased on Xoxoday Marketplace – Via Storefront or Via API (**Plum**)

A voucher is cancelled, and a full refund is issued in the following cases;

1. The Voucher issued to the user is different from the Voucher ordered by the customer; **and/or**,
2. The Brand issuing the voucher does not oblige to the terms and conditions of the voucher.

For Platform Usage (**PLUM**)

1. Our platform fee i.e., SaaS is based on the subscription model. The client or the user pays the SaaS fee only for the time they use the platform and are not charged when their subscription is not active.

For Empuls orders if the order is still in pending status and if the same order is getting canceled due to non-availability of voucher or request from the end user the points will be refunded back within 3 hours.

However, the cancellation for the **Empuls** delivered order the refund will be as xoxo voucher and not as xoxo points.

7. Security of confidential information

Personal Information submitted by you or collected from your organization, whether on or through this website or otherwise and other information collected from you for the purpose of providing access to website shall be securely stored on servers hosted by a reputed Internet Service Provider ("ISP") for a period of active contract meeting the prescribed industry security standards. Your Personal Information shall not be disclosed in any circumstances except pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body under applicable laws.

Xoxoday may use certain technical information, including, inter alia, log data, analytics code, etc. that you do not visibly enter and which are automatically collected during your access or use of the website, such as, IP address, version and identification number of the device, browser type, browser language, date and time of your requests to obtain vital statistics regarding your usages of the website, enhance your experience and interface, increase the efficiency of the website, perform software verification and administration. Xoxoday may use certain technical information, inter alia, log data, analytics code, that you do not visibly enter and which are automatically collected during your access or use of the Web site, such as, IP address, version and identification number of the device, browser type, browser language, date and time of your requests, your Xoxoday profile, links in this application visited by you, search terms used in Xoxoday application, that is not associated with or linked to your personal data and which, by itself, does not permit the identification of an individual user (collectively, "Anonymous Data") or share such Anonymous Data with its affiliated

entities or other third parties on need to know basis to obtain vital statistics regarding your usages of the Web Site, enhance your experience and interface, increase the efficiency of the Web site, conduct surveys, perform software verification and administration. You can refuse to the use of cookies on the Website and app permissions on mobile; however please note that in such case the full functionality of this Web site/ mobile app may not be used.

Xoxoday is committed to protect the security of your Personal Information and uses reasonable efforts and security measures, including, a variety of security technologies and procedures to help protect such information from any unauthorized access, use or disclosure. However, the website shall not be liable for retaining your Personal Information beyond a period of 1 day from the date of deactivation of the contract.

8. Intellectual property rights & trademark

Except as otherwise expressly stated in this TOS, the website and the Service, and all the information, images, logos, trade names, domain names, service marks and other materials on this website, including, inter alia, object code, source code, design, layout, user interface, and look and feel of the website (collectively, "Intellectual Property") are the exclusive intellectual property of Xoxoday or respective third parties and are subject to protection by intellectual property laws of India and other jurisdictions to which it may extend. No right, title or interest in or to the Site or any part of the Service is transferred to you, and all rights not expressly granted to you in this TOS are reserved by Xoxoday. Xoxoday's Intellectual Property shall not be used in connection with any purpose other than performing activities on website and matters incidental thereto. Unless otherwise specified, the website is for your official and non-commercial usage only. You will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Intellectual Property obtained from the website.

Without limiting the foregoing paragraph, the name Xoxoday, the Xoxoday logo and all other trademarks, logos, product and service names, designs and slogans ("Marks") displayed on the website or through the Service are trademarks of Xoxoday or its licensors. You must not use any Marks for any purpose without prior, written permission from Xoxoday or its applicable licensor.

9. International transfer of data

In the process of providing access to you, website and the Service may transfer Personal Information that it collects from you/your organization to affiliated entities across borders on need to know basis with an obligation to maintain Your Personal Information confidential for the limited purpose of up keeping and maintaining the website. By using this website, you hereby consent to transfer of your Personal Information across countries or jurisdictions which shall abide by the rules governing such international data transfers. You consent to Xoxoday sharing Personal Data to such affiliated entities or other third parties across countries or jurisdictions approved by your Organisation.

Xoxoday has engaged third party vendors to provide services to clients in certain jurisdictions where Xoxoday does not operate. Your use of the platform to send Rewards to recipients in those jurisdictions may be subject to additional or different terms. If you wish to send Rewards to recipients in the United States, for example, we have contracted with a Partner, and your use of the Services is subject to our Partner's Corporate [Terms of Service](#) and your designated recipient's acceptance of the Reward is subject to our Partner's Recipient [Terms of Service](#).

10. Prohibited uses

You agree and undertake to use the Website and the Service only to access information regarding Xoxoday including the products and services provided by us. By way of example, and not as a limitation, you agree and undertake that when using the Website and the Service, you will not:

Modify, alter or otherwise make any derivative uses of our content, trademarks, technology platform or its underlying software, or any portion thereof;

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 Website or Mobile App.

Infringe upon or violate the rights of Xoxoday, its users or third parties;

Download, copy or imitate any portion of the Xoxoday technology platform, its underlying software and content, or its user interface, or the Website, except as expressly permitted by us;

Aggregate or scrape any content, data or other information from the Website to be aggregated or shown with material from other sites or on a secondary site without our express written permission;

Hyperlink to the Website or deep-link to any portion of our Website without our written consent;

Interfere with our Website's attempt to access or steal any data and information on or related to the Website;

Seek to transact any fraudulent or illegal activity, through any means or corrupt practices, including but not limited to any of the following: hacking, password mining, deceptive impersonation of another person, misrepresentation of your affiliation with a person or entity, hiding or attempting to hide your true identity or location (including via proxy server or otherwise) or providing false, inaccurate or altered documentation, information or identification;

Circumvent or seek to circumvent any security measures or other features meant to protect the security of the Website and the users' security;

Use the Website other than for its intended purposes (including for any malicious, threatening, unethical, harassing, fraudulent or illegal activity) or otherwise in violation of these Terms of Use.

Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;

Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;

Conduct or forward surveys, contests, pyramid schemes or chain letters;

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;

Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;

Violate any applicable laws or regulations for the time being in force in or outside India;

Violate any provisions of these TOS. Under no circumstance shall Xoxoday be liable for any consequential, indirect or remote loss that you or your friends and family may suffer.

11. Links to third party sites

Xoxoday will contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Xoxoday, and Xoxoday is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

Xoxoday is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. Xoxoday provides links of online advertisements to you only as a convenience and the inclusion of any link does not imply endorsement by or affiliation with Xoxoday of the Linked Sites nor does it represent the advice, views, opinions or beliefs of Xoxoday. The users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information. In the event that by accessing the Website or following links to third-party websites you are exposed to content that you consider offensive or inappropriate, your only recourse will be to stop using the Website.

12. Disclaimer of warranties & limitation of liability

Xoxoday has endeavored to ensure that all the information on the Website and the Services is correct, but Xoxoday neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. In no event shall Xoxoday be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages. Neither shall Xoxoday be responsible for the delay or inability to use the Website and the Service or related Functionalities, the provision of or failure to provide Functionalities, or for any information, software, products, Functionalities and related graphics obtained through the Website, or otherwise arising out of the use of the website and the Service, whether based on contract, tort, negligence, strict liability or otherwise. Further, Xoxoday shall not be held responsible for non-availability of the Website and the Service during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Xoxoday's control. Xoxoday will use commercially reasonable efforts consistent with prevailing industry standards to maintain the site and the services in a manner which seeks to minimize errors and interruptions to the services. The user understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data. In case of any chargeback dispute related to the payment not being made as per the provisions of the Payment Gateway Merchant, Cards issuing company or as per the relevant laws, Xoxoday will neither be held responsible nor will be a contractual party in the dispute, and the user will be held responsible for any such claims arising out of that incorrect payment.

13. Indemnity

You agree to defend, indemnify and hold harmless Xoxoday (and its officers, directors, employees, agents, affiliates, contractors, licensors, suppliers, successors and assigns) from and against any claims, demands, liabilities, damages, judgements, awards, losses, costs (including reasonable attorneys' fees), arising out of or relating to your breach of this TOS, including, but not limited to, your User Content, your violation of any applicable law or the rights of a third party, or your use of the Site or the Service other than as expressly authorized by Xoxoday.

14. Jurisdiction

The terms and use of the website shall be exclusively governed by the laws of India and the courts in Bangalore, Karnataka shall have the exclusive jurisdiction over such matters. Xoxoday hereby expressly disclaims any implied warranties or liabilities imputed by the laws of any other jurisdiction.

15. Dispute resolution

Any dispute arising out of or in connection with this Agreement, including, inter alia, any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The decision of the

majority of the arbitrators shall be final and binding on the parties. The seat and venue of the arbitration shall be Mumbai, India.

16. Severability

If any of the above conditions in this Agreement is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of the remaining Agreement.

17. Messaging policy

Xoxoday sends messages to users regarding order details. To users who reply with HELP or INFO keywords to the long code or toll-free number, carrier charges rates may apply.