TERMS OF SERVICE (ePayCop)

Effective Date: 15/05/2025

1. INTRODUCTION

These Terms and Conditions (hereinafter referred to as the "**Terms**") constitute a legally binding agreement and shall govern the access to and use of the mobile application known as "**ePayCop**" (hereinafter referred to as the "**App**"), developed, owned, and operated by **Xpectro Solutions (OPC) Private Limited**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at **D-2/112 , Dwarkadhish Aravali Heights, Sector -24, Dharuhera, Haryana - 123106, India** (hereinafter referred to as the "**Company**", "**we**", "**us**" or "**our**").

By downloading, installing, accessing, or otherwise using the App in any manner whatsoever, the user (hereinafter referred to as "**User**", "**you**" or "**your**") expressly acknowledges, agrees, and undertakes to be bound by the provisions contained herein, along with the Privacy Policy and such other rules, policies, terms, guidelines, and additional terms and conditions as may be notified or published by the Company from time to time in connection with the App, all of which shall be deemed to be incorporated herein by reference.

If you do not agree to be bound by these Terms, you are hereby expressly prohibited from accessing, installing, registering with, or using the App in any manner whatsoever, and any continued access or usage shall be deemed as an acceptance of these Terms by conduct.

These Terms shall constitute an "electronic record" within the meaning of Section 2(t) of the Information Technology Act, 2000 read with the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021, as amended from time to time, and shall not require any physical or digital signature.

The Company reserves its sole and absolute right to modify, vary, supplement, amend or replace these Terms, in whole or in part, at any time, without prior notice to the User. The revised Terms shall be posted on the App and shall become effective immediately upon such posting. It shall be the sole responsibility of the User to periodically review the Terms, and continued access or use of the App shall constitute an unequivocal and binding acceptance of the amended Terms.

Where the User is acting on behalf of a body corporate, partnership firm, or other legal entity, such User represents and warrants that they have the full legal authority to bind such entity to these Terms, and in such event, references to the User shall be construed to include such entity.

In the event the User is under the age of 13 years, the User shall not access or use the App without the express consent and supervision of a parent or legal guardian. The Company shall assume that any access by such person is duly authorized and supervised, and the parent or legal guardian shall be deemed to have accepted these Terms on behalf of such minor and shall be liable for their conduct.

2. ELIGIBILITY

2.1. Contractual Capacity

The use of the ePayCop mobile application ("App") is strictly limited to individuals who possess the legal capacity to enter into binding contracts as per the provisions of the ***Indian Contract Act, 1872*.** By accessing, registering for, or otherwise using the App in any manner whatsoever, the User unequivocally represents and warrants to Company that the User:

a) is not less than Thirteen (13) years of age
b) is of sound mind and is not disqualified from contracting by any law in force; and
c) is competent to accept and be bound by these Terms.

2.2. Users

In the event that the User is a minor under the age of Thirteen (13) years, such User shall not be permitted to access or use the App, unless such access or use is expressly supervised by a parent or legal guardian who has agreed to be bound by these Terms on behalf of such minor. The Company shall presume, without independent verification, that all access by a minor has been duly authorized and supervised, and the parent or guardian shall be deemed to be fully responsible and liable for such user's actions, omissions, and conduct.

2.3. Entities and Authorized Representatives

Where the App is accessed or used by a natural person on behalf of a company, limited liability partnership, partnership firm, trust, association, society, or any other body corporate or legal entity (hereinafter referred to as a "Legal Entity"), such individual represents and warrants that they are duly authorized to act on behalf of such Legal Entity and to bind it to these Terms. In such event, all obligations and liabilities under these Terms shall be construed as obligations and liabilities of such Legal Entity, and the term "User" shall be deemed to include both the natural person and the Legal Entity, jointly and severally.

2.4. Restricted Access

The use of the App is strictly prohibited for persons who have been previously suspended, terminated, or restricted by the Company, or whose access has been disabled for any reason whatsoever, including but not limited to, a breach of these Terms, applicable law, or misuse of the App or related services. The Company also reserves the right to restrict access to or deny registration to any person or entity residing in a jurisdiction where the use of the App would violate any applicable law, rule, regulation, or governmental directive.

2.5. Verification and Discretionary Authority

The Company reserves the absolute and unfettered right, at its sole and exclusive discretion, to verify the identity, credentials, age, authority, or eligibility of any User, and to deny, suspend, or revoke access to the App or any features thereof, without prior notice, if it is found or suspected that the User does not meet the eligibility criteria set forth herein, has made a misrepresentation, or is in violation of these Terms or applicable law.

2.6. Compliance with Applicable Law

By using the App, the User affirms that such use is not in violation of any applicable laws, rules, regulations, or governmental notifications, including but not limited to the Information Technology Act, 2000, the Bharatiya Nyaya Sanhita, 2023, the Consumer Protection Act, 2019, the Prevention of Money Laundering Act, 2002, and any applicable data protection, anti-corruption, or financial regulations.

3. LICENSE

3.1. Grant of License

Subject to the User's full compliance with the terms, conditions, obligations, representations, and warranties set forth herein a Company incorporated under the provisions of the Companies Act, 2013 and hereby grants the User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to download, install, and use the App solely for the purposes expressly permitted herein and strictly for personal, lawful, and non-commercial use on a mobile device owned or lawfully controlled by the User.

3.2. Nature of License

The aforementioned license does not constitute the sale of the App or of any copy thereof and does not convey

to the User any rights of ownership or any title in or to the App, its source code, object code, underlying technology, or any content therein. All rights not expressly granted to the User are hereby reserved by the Company and/or its licensors.

3.3. Restrictions on Use

Without limiting the generality of the foregoing, the User shall not:

- **(a)** copy, reproduce, modify, distribute, adapt, translate, publish, license, sub-license, sell, lease, rent, publicly display, or create derivative works of the App or any part thereof;
- **(b)** reverse engineer, decompile, disassemble, or otherwise attempt to extract or derive the source code, structure, or underlying ideas of the App;
- **(c)** remove, alter, or obscure any proprietary notices (including copyright, trademark, or patent notices) affixed to or contained in the App;
- **(d)** use the App in any manner that violates any applicable laws, rules, or regulations in force in India or in any jurisdiction from which the App is accessed;
- **(e)** permit or allow any third party to access or use the App on the User's behalf or for the User's benefit, whether or not for commercial gain;
- **(f)** introduce any viruses, worms, malware, spyware, Trojan horses, or any other harmful code into the App or the servers of the Company.

3.4. Proprietary Rights and Intellectual Property

All intellectual property rights in and to the App, including but not limited to the design, layout, user interface, functionality, software code, graphics, logos, trademarks, audio, video, and text, whether registered or unregistered, are and shall remain the sole and exclusive property of the Company and/or its licensors. The User acknowledges and agrees that they shall not acquire any ownership rights, title, or interest in or to any part of the App by virtue of their use thereof.

3.5. Updates and Modifications

The Company may, at its sole discretion and without prior notice, provide updates, upgrades, patches, enhancements, improvements, or other modifications to the App (collectively, "Updates"). Such Updates may be automatically downloaded and installed on the User's device and shall be governed by these Terms unless otherwise stated by the Company. The User hereby consents to the automatic installation of such Updates and agrees to install any manual updates promptly as and when required.

3.6. Suspension or Termination of License

The license granted herein shall remain valid until terminated by either party. The Company reserves the right, at its sole and absolute discretion, to suspend, restrict, or revoke the User's license to use the App at any time without notice or liability, including but not limited to instances where:

- **(a)** the User breaches or is reasonably suspected to have breached these Terms or any applicable law;
- **(b)** such suspension or termination is necessary to comply with a legal obligation, judicial or administrative order, or government request;
- **(c)** the User's continued use of the App is deemed detrimental to the Company, the App, or other users.

Upon termination of the license for any reason whatsoever, the User shall immediately cease all use of the App and shall permanently delete or uninstall the App from all devices under the User's control.

3.7. Third-Party Software

The App may incorporate or use software, components, content, or features that are developed, owned, or licensed by third parties and may be subject to additional license terms as imposed by such third parties. The User agrees to comply with all such third-party terms and acknowledges that the Company shall not be liable for any claims or disputes arising from such third-party software.

3.8. Compliance with Export and Import Laws

The User shall not use or otherwise export or re-export the App or any part thereof except as authorized by applicable Indian laws and regulations. In particular, the App may not be exported or re-exported into any country or to any person, entity, or end-user subject to export restrictions or sanctions imposed by the Government of India or other relevant authorities.

4. USER OBLIGATIONS

4.1 General Obligation to Comply with Law

The User hereby covenants and agrees that their access to and use of the App shall at all times be in strict compliance with these Terms and Conditions, the Company's Privacy Policy, and all applicable statutes, regulations, notifications, rules, and orders issued by any competent governmental, statutory, or judicial authority in the territory from which the App is accessed, including but not limited to the Information Technology Act, 2000, and rules framed thereunder.

4.2 Restrictions on Unlawful Use

The User undertakes not to use the App, directly or indirectly:

- **a.** for any purpose that is unlawful, immoral, harmful, abusive, threatening, defamatory, obscene, vulgar, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
- **b.** to upload, distribute, or otherwise disseminate through the App any material that infringes upon the intellectual property rights, proprietary rights, or confidentiality obligations of any third party;
- **c.** to commit or facilitate the commission of any illegal activity, including but not limited to cybercrime, fraud, phishing, identity theft, impersonation, or violation of anti-money laundering laws.

4.3 Prohibition on Disruption and Unauthorized Access

The User shall not engage in or facilitate:

- **a.** any activity that interferes with or disrupts the functionality of the App or the servers or networks connected to the App;
- **b.** any unauthorized access to or use of the App, including but not limited to accessing areas of the App not intended for the User, or accessing systems, data, or networks connected to the App without express authorization;
- **c.** the introduction of any malware, viruses, worms, Trojan horses, spyware, or any other malicious software that could impair, damage, or compromise the App or its associated systems.

4.4 Prohibition on Circumventing Security Features

The User shall not attempt to decompile, reverse-engineer, disassemble, decode, tamper with, or otherwise attempt to derive the source code of the App, or circumvent, disable, or otherwise interfere with any security-related features of the App, including but not limited to any digital rights management or encryption mechanisms.

4.5 No Commercial Exploitation or Data Harvesting

Unless expressly permitted by the Company in writing, the User shall not:

a. exploit the App or any of its content, data, or services for commercial purposes, whether by resale, sublicense, or similar arrangement;

b. engage in any data mining, scraping, crawling, or other data extraction methods, whether manual or automated, for the purpose of compiling databases or directories;

c. use automated systems, such as bots, spyders, or scripts, to access or use the App in a manner that sends more request messages to the Company's servers than a human can reasonably produce in the same period.

4.6 Accuracy of Information and Content Responsibility

Where the App permits the User to input or upload any content, the User represents and warrants that:

a. all such information provided by the User is true, complete, accurate, and not misleading;

b. the User owns or has obtained all necessary rights, licenses, consents, and permissions to upload, publish, or otherwise share such content on the App;

c. such content shall not violate any intellectual property rights, confidentiality obligations, or other legal rights of any third party.

4.7 Duty to Cooperate and Report Violations

The User agrees to promptly notify the Company of any actual or suspected breach of these Terms, misuse of the App, or unauthorized access to the App. The User shall cooperate fully with the Company in any investigation or inquiry undertaken in relation to such breach or misuse.

4.8 Indemnification

The User agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, actions, proceedings, damages, penalties, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

(a) any breach by the User of these Terms;
(b) any use or misuse of the App by the User;
(c) any violation of applicable laws by the User;
(d) any third-party claims arising out of content submitted, posted, or transmitted by the User through the App.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The User expressly acknowledges and agrees that all rights, title, and interest in and to the App, including but not limited to all intellectual property therein—comprising, without limitation, all software, source code, object code, design, layout, graphical user interface, algorithms, data, databases, text, graphics, images, logos, button icons, audio clips, video, digital downloads, compilations, and any and all other content, features, and functionalities—are and shall at all times remain the sole and exclusive property of the Company, or its respective licensors, affiliates, or third-party service providers, and are protected under the applicable laws of India, including but not limited to the Copyright Act, 1957, the Trade Marks Act, 1999, the Patents Act, 1970, the Information Technology Act, 2000, and applicable international treaties and conventions.

5.2 Subject to the User's strict compliance with the provisions set forth herein, the Company grants the User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to install and use the App solely for personal, lawful, and non-commercial purposes on a compatible mobile device owned or lawfully controlled by the User. No provision contained herein shall be construed as granting the User any title, interest, license, or other right in or to the Intellectual Property of the Company, whether expressly, by implication, estoppel, or otherwise, save and except for the limited license rights expressly stated herein.

5.3 The User covenants and agrees that they shall not, either directly or indirectly:

(a) copy, reproduce, distribute, publish, republish, upload, post, publicly display, perform, encode, translate, transmit, or otherwise exploit or disseminate, in any manner whatsoever, any part of the App or its contents without the prior express written authorization of the Company;

(b) modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the App, in whole or in part, except to the limited extent such activity is expressly permitted by applicable law notwithstanding this limitation;
(c) rent, lease, sell, assign, sublicense, or otherwise transfer or commercially exploit the App or any part thereof;
(d) use any data mining, robots, scraping, or similar data gathering and extraction tools or methods in connection with the App;

(e) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices affixed to or contained within the App.

5.4 All trademarks, service marks, trade names, logos, and trade dress displayed on the App are proprietary to the Company and/or third parties and may not be used, copied, or imitated, in whole or in part, without the prior written consent of the Company or such third party, as applicable. Nothing contained in the App or these Terms shall be construed as conferring any right, by implication, estoppel, or otherwise, to use any such intellectual property without the written permission of the respective owner.

5.5 In the event the User is permitted to submit, upload, post, or transmit any content or materials via the App (collectively, "User Content"), the User grants the Company a worldwide, non-exclusive, royalty-free, irrevocable, sublicensable, and transferable license to use, store, reproduce, distribute, modify, adapt, publish, translate, display, and perform such User Content in connection with the operation and promotion of the App, in accordance with applicable law and the Company's Privacy Policy.

5.6 Any unauthorized use, reproduction, redistribution, modification, or creation of derivative works of the App or its content shall constitute a material breach of these Terms and may result in termination of access to the App, in addition to such civil or criminal liability as may be applicable under law. The Company reserves the right to pursue all legal remedies available under law or in equity, including seeking injunctive relief and damages, for the protection and enforcement of its intellectual property rights.

6. PRIVACY POLICY

6.1 Incorporation of Privacy Policy

Your use of the App is subject to the terms and conditions set forth in the **Privacy Policy** of the Company, which is incorporated herein by reference. The Privacy Policy, which governs the collection, use, processing, storage, and protection of your personal data, can be accessed at *https://xpectro-solutions.com/mobileapp-privacy-policy*. By accessing, installing, or using the App, you expressly consent to the collection, use, disclosure, and processing of your personal information in accordance with the terms and conditions outlined in the Privacy Policy.

6.2 Consent to Data Collection and Processing

By using the App, you acknowledge that you voluntarily provide certain personal information to the Company, and by such use, you consent to the collection, storage, processing, and sharing of such information in accordance with the Company's Privacy Policy. You further acknowledge and agree that your personal data may

be transferred to, and processed by, service providers, affiliates, or third parties engaged by the Company for the purposes specified in the Privacy Policy, and that such transfer may include international data transfers where required.

6.3 Information Collected

The Company, in the current version of the App, collects and processes only the following categories of personal information strictly necessary for the operation of the App:

(a) **Personal Information**: Information such as your first name, last name, phone number, profile image, and email address, provided voluntarily during registration or account creation.
(b) **Usage Data**: Non-personal technical information regarding your use of the App, including IP address, device type, and operating system, solely for the purposes of ensuring App functionality and security.

Additionally, any SMS data access required for the App's functionality is limited to device-level access and is not stored on the Company's servers or database. No SMS content is retained or shared with third parties.

6.4 Purposes of Data Collection and Use

The Company collects and processes your personal information for the following purposes:

(a) Provision of Services: To provide, maintain, and improve the App, its functionality, and related services.
(b) Personalization and Communication: To personalize your experience with the App, respond to inquiries, and provide customer support.
(c) Transaction Processing: To process payments, handle transactions, and manage your account and subscription with the App.
(d) Marketing and Promotions: To send you promotional emails or other marketing communications, unless you opt out, as set forth in the Privacy Policy.
(e) Legal and Compliance: To comply with legal obligations, such as regulatory requirements, tax obligations, and other compliance-related activities.
(f) Security and Fraud Prevention: To detect, prevent, and address fraudulent activities, unauthorized access, or any other illegal activities involving the App.

6.5 Disclosure and Sharing of Data

The Company may disclose your personal data to third parties only in accordance with the Privacy Policy. Such disclosures may include:

(a) **Service Providers**: To third-party vendors, contractors, or agents who assist in the operation of the App and related services, including cloud storage providers, payment processors, and customer support services. These third parties are bound by confidentiality agreements and may only use your personal data for the purpose of providing services to the Company.
(b) **Legal Requirements**: The Company may disclose your personal data when required by law, such as in response to a subpoena, court order, or other legal process, or if the Company believes in good faith that such action is necessary to comply with legal obligations, protect its rights, or ensure compliance with applicable laws.
(c) **Business Transfers**: In the event of a merger, acquisition, or sale of the Company's assets, your personal data may be transferred to the acquiring entity, subject to the applicable terms of this Privacy Policy.

6.6 Data Security

The Company implements commercially reasonable technical and organizational measures designed to protect your personal data from unauthorized access, disclosure, alteration, or destruction. However, the Company does not guarantee, and you acknowledge the inherent risks of, absolute security with respect to personal data transmission over the internet or electronic storage methods. By using the App, you agree to assume such risks.

6.7 Retention of Personal Data

The Company will retain your personal data only for as long as necessary to fulfill the purposes outlined in the

Privacy Policy or as otherwise required by applicable law. Once the retention period has expired, the Company will either securely delete or anonymize your personal data, unless retention is required to comply with legal obligations or resolve disputes.

6.8 User Rights

In accordance with applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR), you may have certain rights with respect to your personal data, including the right to:

(a) Access: Request a copy of your personal data held by the Company.
(b) Correction: Request corrections to inaccurate or incomplete data.
(c) Deletion: Request the deletion of your personal data, subject to certain exceptions outlined in the Privacy Policy.
(d) Object to Processing: Object to the processing of your personal data for specific purposes, such as marketing or profiling.
(e) Withdraw Consent: If consent is the basis for processing your personal data, you may withdraw such consent at any time, subject to the limitations set forth by applicable law.

To exercise any of these rights, you may contact the Company in accordance with the instructions provided in the Privacy Policy.

6.9 Cookies and Tracking Technologies

The Company may use cookies, web beacons, and similar technologies to enhance your experience with the App, analyze usage patterns, and improve App functionality. You may control the use of cookies through your browser settings; however, certain features of the App may not function as intended if cookies are disabled. By continuing to use the App, you consent to the use of cookies and similar technologies in accordance with the Privacy Policy.

6.10 International Transfers of Personal Data

Your personal data may be transferred, stored, and processed in countries outside your jurisdiction, including jurisdictions where data protection laws may not be as comprehensive as those in your home country. The Company will ensure that any such transfers are made in compliance with applicable laws, including implementing safeguards such as Standard Contractual Clauses (SCCs) or other legally acceptable mechanisms.

6.11 Amendments to Privacy Policy

The Company reserves the right to amend, modify, or update the Privacy Policy at its discretion. Any changes will be posted within the App and shall become effective immediately upon posting, unless otherwise specified. Your continued use of the App following any such changes constitutes your acceptance of the revised Privacy Policy.

6.12 Future Collection of Additional Personal Data

The Company shall not collect or process any additional categories of personal data, including but not limited to voice data, biometric data, identity documents, or sensitive personal information, without obtaining the User's prior, express, and informed consent through a revised Privacy Policy or supplementary privacy notice communicated in advance, clearly outlining the nature, scope, purpose, and lawful basis for such data processing.

7. DISCLAIMERS

7.1 Provision of the App "As Is" and "As Available"

The App is provided to the User on an **"as is"** and **"as available"** basis, without any warranties or representations, express or implied, statutory or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. The Company, its affiliates, officers,

directors, employees, agents, or licensors make no representations or warranties regarding the operation, functionality, or availability of the App, nor the content, materials, or products provided through the App.

7.2 No Guarantee of Continuous Availability, Accuracy, or Fitness

The Company does not warrant or guarantee that the App will be available at all times, uninterrupted, or error-free. The Company further disclaims any responsibility for any failure of the App to meet the User's expectations or to operate in accordance with any specific requirements. The Company does not guarantee the completeness, accuracy, timeliness, or reliability of any content, information, or materials accessible via the App.

7.3 Third-Party Content and External Links

The App may contain links to third-party websites or services. Such links are provided solely for convenience, and the inclusion of such links does not imply endorsement, recommendation, or sponsorship of any third-party website, product, service, or content. The Company does not assume any responsibility for, nor does it endorse, any content, goods, services, or information provided by such third-party websites, and disclaims all liability arising from or in connection with your use of such third-party content.

7.4 Implied Warranties and Limitations

To the fullest extent permitted by applicable law, the Company expressly disclaims any and all warranties, representations, and conditions, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and accuracy, in connection with the App and the services provided. The Company does not represent or warrant that the App will be secure, free from errors, defects, interruptions, or viruses, or that defects will be corrected.

7.5 Limitation of Liability for Damages

In no event shall the Company, its affiliates, officers, directors, employees, agents, or licensors be liable to the User for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, data, goodwill, business interruption, or other intangible losses, arising out of or in connection with:

(a) the User's use or inability to use the App,

(b) any transactions conducted through the App,

(c) any content, products, or services obtained through the App,

(d) any action or inaction resulting from the App,

(e) any failure to perform due to force majeure events or other causes beyond the reasonable control of the Company, or

(f) any other matter relating to the App or its services, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if the Company has been advised of the possibility of such damages.

7.6 Indemnification

The User agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, and licensors, from and against any and all claims, demands, liabilities, damages, losses, expenses, costs (including reasonable attorneys' fees), and causes of action arising from or related to:

(a) the User’s breach of any provision of these Terms,

(b) the User’s use or misuse of the App,

(c) the infringement of any intellectual property rights or other rights of any third party by the User, or

(d) the violation of any applicable law, rule, or regulation by the User.

7.7 System Failures and Disruptions

The Company does not warrant that the App will be free from defects, interruptions, errors, viruses, or other harmful components, or that the App will operate without failure or delay. The Company shall not be responsible for any interruptions, errors, defects, or issues in connection with the App that arise due to technical failures, internet service provider disruptions, or any other cause beyond the Company's reasonable control.

7.8 No Responsibility for Data Loss or Corruption

While the Company takes reasonable steps to protect the security of the User's data, the Company shall not be liable for any loss, corruption, destruction, or unauthorized access to any data or information, whether or not caused by the Company's negligence. The User is solely responsible for ensuring that they have adequate backups of their data and for taking necessary precautions to protect against the loss or corruption of their data.

7.9 Exclusion of Warranty for Third-Party Applications or Content

The Company makes no representations or warranties regarding any third-party services, products, or content that may be made available through the App. All third-party services, products, or content are provided on an **"as is"** basis, and the Company expressly disclaims any and all liability arising out of or in connection with such third-party services, products, or content.

7.10 Limitation on Liability for Consequential Damages

To the maximum extent permitted by applicable law, the Company shall not be liable for any consequential, incidental, or special damages, including but not limited to any damages resulting from loss of profits, data, goodwill, or business opportunities, or damages arising out of the User's reliance on the App or any third-party content accessed through the App.

7.11 Survival of Disclaimers

The provisions of this Clause 7: Disclaimers shall survive the termination or expiration of these Terms and remain in effect indefinitely, to the extent necessary to preserve the Company's rights and limit its liability in accordance with these Terms.

7.12 Legal Limitations on Liability

Nothing in this Clause 7: Disclaimers shall exclude or limit the Company's liability for death or personal injury arising from the Company's negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company, including its affiliates, officers, directors, employees, agents, licensors, and service providers, shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including, without limitation, damages for loss of profits, revenue, data, goodwill, use, or other intangible losses, arising out of or in connection with:

a) Your access to, use of, or inability to access or use the App;

b) Any conduct, act, omission, or content of any third party on or through the App;

c) Any unauthorized access to, use of, or alteration of your transmissions, user data, or content, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, even if the Company has been advised of the possibility of such damages.

In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not permitted, the Company's liability shall be limited to the fullest extent permitted by applicable law.

9. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold harmless the Company, its parent entities, subsidiaries, affiliates, directors, officers, employees, agents, licensors, partners, and service providers from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs of dispute resolution) arising out of or relating to:

a) Your use or misuse of the App;

b) Your breach or alleged breach of these Terms;

c) Your violation of any applicable laws, rules, or regulations;

d) Your infringement or violation of the rights of any third party, including but not limited to intellectual property rights, privacy rights, or contractual rights.

This indemnity obligation shall survive the termination or expiration of these Terms and your use of the App.

10. TERMINATION

The Company reserves the right, at its sole discretion, to suspend or terminate your access to and use of the App at any time, with or without notice, and for any reason whatsoever, including, without limitation, if you breach or are suspected to have breached any of the provisions of these Terms.

Upon such termination:

a) All licenses and rights granted to you under these Terms shall immediately cease;

b) You shall immediately discontinue all use of the App; and

c) All provisions of these Terms which by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, limitations of liability, indemnity, and governing law and jurisdiction provisions.

11. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by, construed, and enforced in accordance with the laws of the Republic of India, without regard to its conflict of law principles. Any dispute, controversy, or claim arising out of or in relation to these Terms, including any question regarding their existence, validity, or termination, shall be subject to the exclusive jurisdiction of the competent courts located in Delhi, India.

12. AMENDMENTS

The Company reserves the right, at its sole discretion, to revise, update, or modify these Terms at any time without prior notice to you. Such modifications shall be effective upon posting on the App or such other platform as the Company may deem appropriate. Your continued use of the App after the posting of any changes constitutes your acceptance of such amended Terms. It is your responsibility to review these Terms periodically for any updates or changes.

13. CONTACT INFORMATION

Should you have any questions, concerns, or grievances regarding these Terms or the operation of the App, you may contact the Company at:

Xpectro Solutions (OPC) Private Limited
D-2/112, Dwarkadish Aravali Heights, Sector -24,
Dharuhera, Distt - Rewari**,** Haryana – 123106, India
Email: service@xpectro-solutions.com

USER ACKNOWLEDGMENT

You are hereby advised to read and review these Terms and Conditions carefully and in their entirety. It is your responsibility to ensure that you have fully understood the provisions contained herein prior to downloading, installing, accessing, or otherwise using the ePayCop Mobile Application. By proceeding to use the App, you acknowledge that you have read, understood, and agreed to be legally bound by these Terms.