



TERMS OF USE (APIs)

Effective Date: 15/12/2025

1. INTRODUCTION AND ACCEPTANCE

These Terms of Use ("Terms") constitute a legally binding agreement between **Xpectro Solutions (OPC) Private Limited** ("Company", "we", "us"), a company incorporated under the Companies Act, 2013, with its registered office at **D2-112, Dwarkadhish Aravali Heights, Sector-24, Dharuhera, Haryana, India**, and the entity or individual ("Customer", "User", "you") accessing or using our APIs through our registered domain epaycop.xpectro-solutions.com or registered platform b2b.xpectro-solutions.com

These Terms govern access to and use of our B2B APIs, including the **Smishing Detection API, Vishing Detection API, and Fake Voice Detection API** (collectively, "APIs"), made available via our Platform.

By registering for, accessing, or using the APIs, you agree to be bound by these Terms. If you do not agree, do not access or use the APIs. These Terms are an "electronic record" under the Information Technology Act, 2000 and do not require physical signatures.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

- **Legal Capacity:** The APIs are intended for use by legal entities (companies, LLPs, partnerships, etc.) with the capacity to contract under the Indian Contract Act, 1872. If you are an individual, you affirm you are at least 18 years of age.
- **Authority:** The individual agreeing to these Terms represents they have full authority to bind the Customer and its affiliates.
- **Account Security:** You are responsible for maintaining the confidentiality of your API keys, tokens, and account credentials. You agree to notify us immediately of any unauthorized use of your account. One account shall not be used by more than one user.

3. LICENSE GRANT

Subject to these Terms and timely payment of fees, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the APIs solely for lawful, internal business purposes as described in the applicable documentation.

4. RESTRICTIONS AND CODE OF CONDUCT

You agree to use the APIs in strict compliance with all applicable laws, including the Information Technology Act, 2000 and the Bharatiya Nyaya Sanhita, 2023. You shall **not** (and shall not permit third parties to):

- **Technical Restrictions:**
 - Reverse engineer, decompile, or derive source code or algorithms of the APIs.
 - Interfere with or disrupt the Platform, introduce malware, or exceed documented rate limits.
 - Use automated means (e.g., scraping, spiders) to collect data beyond what is expressly permitted.
- **Prohibited Content & Actions:**
 - Use the APIs for unlawful, harmful, defamatory, or privacy-invasive activities.
 - Host, display, or share information that threatens the unity, integrity, defense, security, or sovereignty of India, or friendly relations with foreign states.
 - Share content that is harmful to minors or infringes on any third-party intellectual property rights.
- **Resale:** Resell, sublicense, or provide the APIs to third parties as a standalone service without a written agreement.

5. INTELLECTUAL PROPERTY

- **Company Ownership:** The APIs, Platform, models, code, documentation, and all related intellectual property remain the exclusive property of Xpectro Solutions. No ownership rights are transferred to you.
- **Customer Data:** You retain ownership of the data and inputs you supply to the APIs. You grant us a license to use this data solely to provide, secure, and improve the APIs.
- **API Outputs:** Outputs are provided "as is." You are responsible for how outputs are interpreted and used within your systems.

6. PAYMENT TERMS

- **Payment Processor:** All payments are facilitated through **Cashfree Payments**, acting as our payment aggregator.
- **Fees & Taxes:** Fees may include setup charges, subscription charges, and metered usage charges. Fees are exclusive of applicable taxes (e.g., GST), which are your responsibility.
- **Late Payments:** Overdue amounts may accrue interest at 1.5% per month. We may suspend access for non-payment.

7. REFUND AND CANCELLATION POLICY

- **Non-Refundable:** Consumed API usage fees, setup fees, and one-time professional service charges are non-refundable.
- **Subscription Refunds:** Prepaid fees are generally non-refundable. However, if you cancel within **7 calendar days** of activation and have not exceeded **1,000 API calls** or **60 minutes of processing**, we may provide a prorated refund.
- **Cancellation:** You may cancel subscriptions at any time via the Platform or by writing an email to service@xpectro-solutions.com ; cancellation is effective at the end of the current billing cycle.

8. SERVICE AVAILABILITY AND SUPPORT

- **Availability:** We aim for high availability but do not guarantee uninterrupted operation. Scheduled maintenance may temporarily affect access.
- **Support:** We provide email-based support at service@xpectro-solutions.com. Support is available Monday – Friday, 11 a.m. – 6 p.m. IST (except public holidays).

9. CONFIDENTIALITY AND PRIVACY

- **Confidentiality:** Both parties agree to protect the other's non-public confidential information with reasonable care.
- **Privacy:** Your use is subject to our Privacy Policy. By using the APIs, you consent to data collection and processing as outlined therein.
- **Data Security:** You are responsible for implementing appropriate security measures to protect the data you input into the APIs.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

- **"As Is" Basis:** The APIs and Platform are provided "as is" without warranties of any kind, including merchantability or fitness for a particular purpose. We do not warrant that the results will meet your requirements or that the service will be error-free.
- **Limitation of Liability:** To the maximum extent permitted by law, we are not liable for indirect, incidental, or consequential damages (e.g., loss of profits, data, or goodwill).
- **Liability Cap:** Our total aggregate liability shall not exceed the amounts actually paid by you to us for the APIs during the **twelve (12) months** preceding the event giving rise to liability.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Xpectro Solutions and its affiliates from any claims, losses, or damages arising out of your misuse of the APIs, violation of these Terms, violation of applicable laws, or infringement of third-party rights.

12. GRIEVANCE REDRESSAL

In accordance with the Information Technology Act, 2000 and applicable rules, if you have any grievances or concerns regarding our privacy or data practices, please contact us:

- **Email:** service@xpectro-solutions.com.
- **Timeline:** We shall acknowledge complaints within **48 hours** and strictly endeavor to redress the complaint within **15 days** of receipt.

13. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of the **Republic of India**. The courts located in **Gurugram, Haryana, India** shall have exclusive jurisdiction over all disputes arising out of or in connection with these Terms.

14. CONTACT INFORMATION

For official notices or questions regarding these Terms:

- **Address:** Xpectro Solutions (OPC) Private Limited, D2-112, Dwarkadhish Aravali Heights, Sector-24, Dharuhera, Haryana, India.
- **Email:** service@xpectro-solutions.com.

