PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SERVICE.

BY USING THE SERVICE OR CLICKING “AGREE” CUSTOMER IS AGREEING TO BE BOUND BY THIS AGREEMENT. IF CUSTOMER IS AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF ITS EMPLOYER, THEN CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON ITS EMPLOYER’S BEHALF.

This agreement is between HYLO Challenger Private Limited (trading as HYLO), and the customer agreeing to these terms (Customer).

1. SOFTWARE-AS-A-SERVICE:

This agreement provides customer the access to and usage of an Internet based software service, which would be chargeable per payment transaction and / or a fixed monthly fee for the services used by the customer.

1. USE OF SERVICE:
2. Customer Owned Data: All data and logos uploaded by Customer remains the property of Customer. Customer grants HYLO the right to use, publicly display and distribute the Customer Data for purposes of performing under this agreement.
3. Contractor / Sub-User Access and Usage: Customer may allow its contractors to access the Service in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors and sub-users.
4. CUSTOMER RESPONSIBILITIES:
5. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify HYLO promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service’s Knowledge Base and applicable law.
6. Customer will not use deceptive, illegal, misleading or unethical practice using Hylobiz platform or linked services with regards to the products and services.
7. The customer assures and guarantees to Hylobiz that his entity is acting in compliance with and shall at all-time act in compliance with all laws, rules and regulations, notification, and guidelines set by the local regulatory bodies and Central Bank of the country of domicile.
8. The Customer further confirms, undertakes and assures that in the event of violation of any of the laws and standards of the country of domicile or operations, any penalty or charge imposed by the regulators on Hylobiz due to the act of the customer, the Customer shall upon receipt of the claim from Hylobiz undertakes forthwith without any demur, protest, dispute or delay, to pay to Hylobiz the amount of the penalty / fine imposed by the regulators on Hylobiz. Further more the customer in his own capacity shall address and close the issue with the authorities concerned.
9. TECHNICAL SUPPORT:

HYLO must provide customer support for the Service under the terms of HYLO Customer Support Policy (Support), and is incorporated into this agreement for all purposes.

1. API:

HYLO provides access to its application-programming interface (API) as part of the Service for no additional fee. Subject to the other terms of this agreement, HYLO grants Customer a non-exclusive, nontransferable, terminable license to interact with the API only for purposes of the Service as allowed by the API.

* + 1. Customer may not use the API in a manner that fails to comply with the API technical documentation or with any part of the API. If any of these occur, HYLO can suspend or terminate Customer’s access to the API on a temporary or permanent basis.
		2. HYLO may change or remove existing endpoints or fields in API results upon at least 30 days’ notice to Customer, but HYLO will use commercially reasonable efforts to support the previous version of the API for at least 6 months. HYLO may add new endpoints or fields in API results without prior notice to Customer.
		3. The API is provided on an ‘AS IS’ and ‘WHEN AVAILABLE’ basis. HYLO has no liability to Customer as a result of any change, temporary unavailability, suspension, or termination of access to the API.
1. PUBLICITY:

Each Customer is permitted to state publicly that such Customer is a Customer of the service. Each Customer agrees that HYLO may include such Customer’s name and trademarks in a list of HYLO customers, online or in promotional materials. Each Customer also agrees that HYLO may verbally reference such Customer as a Customer of the service. Each Customer may opt out of the provisions in this section by contacting HYLO Support.

1. DISCLAIMER:

Hylo disclaims all warranties, including, without limitation, the implied warranties of merchantability, title and fitness for a particular purpose. While hylo takes reasonable physical, technical and administrative measures to secure the service, hylo does not guarantee that the service cannot be compromised. Customer understands that the service may not be error free, and use may be interrupted.

1. PAYMENT:

Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding, VAT, GST and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

Payment Methods and Gateway: The Customer shall carry out payment of the total amount set out in the Subscription Plan using one of the following payment methods: Credit Card, Debit Cards, Wallets, UPI, Net Banking, NEFT, RTGS through direct Bank API’s within HYLO or via a partner Payment gateway partner integrated with HYLO.

1. MUTUAL CONFIDENTIALITY:
	* 1. Definition of Confidential Information: Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). HYLO’s Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).
		2. Protection of Confidential Information: The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
		3. Exclusions: Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.
2. PROPRIETARY PROPERTY:
	* 1. Reservation of Rights: The software, workflow processes, user interface, designs, know-how, and other technologies provided by HYLO as part of the Service are the proprietary property of HYLO and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with HYLO. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. HYLO reserves all rights unless expressly granted in this agreement.
		2. Restrictions: Customer may not (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
		3. Aggregate Data: During and after the term of this agreement, HYLO may use non-personally identifiable Customer Data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.
3. TERM AND TERMINATION:
4. Term: This agreement continues until all orders have terminated.
5. Mutual Termination for Material Breach: If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
6. Suspension for Non-Payment: HYLO may temporarily suspend or terminate, or both, the Service if Customer’s payment on any invoice is more than 15 days past due.
7. Maintenance of Customer Data:
8. Within 90-days after termination, Customer Data will be available.
9. After such 90-day period, HYLO has no obligation to maintain the Customer Data and may destroy it.
10. Return HYLO Property Upon Termination: Upon termination of this agreement for any reason, Customer must pay HYLO for any unpaid amounts, and destroy or return all property of HYLO. Upon HYLO’s request, Customer will confirm in writing its compliance with this destruction or return requirement.
11. Suspension for Violations of Law: HYLO may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. HYLO will attempt to contact Customer in advance.
12. LIABILITY LIMIT:
13. EXCLUSION OF INDIRECT DAMAGES: HYLO is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits), even if it knows of the possibility of such damage or loss.
14. TOTAL LIMIT ON LIABILITY: HYLO’s total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 6-month period prior to the event that gave rise to the liability.
15. CHARGEBACK AND REFUND:
16. The customer agrees that payment made in respect of any Customer Order, in respect of which the Customer or Issuing Bank raises a claim, demand, dispute or chargeback on Hylobiz or the Facility Providers for any reason whatsoever or in case of refund initiated by the customer shall be the financial responsibility of the customer. The Chargeback or Refund shall be processed as per the set processes of Facility Providers and Hylobiz. Once the Chargeback is received and the customer is ordered to make payment of the Chargeback amount or in case of Refund once the Refund requested is initiated by the customer, the customer shall make the payment of the Chargeback/ Refund amount as the case may be without any demur or protest, dispute or delay. The customer agrees that such refunds shall be initiated within 90 days from the date of transaction. The Customer shall make payment of Chargeback amount within 48 hours from the time of receiving the request for making payment of Chargeback and or in case of Refund immediately at time of initiating the refund. The customer hereby agrees that all Refunds and Chargebacks shall be the sole responsibility of the customer and Hylobiz shall not be liable for any claims or disputes which may arise in connection with such Refunds or Chargebacks to the customer or his counterparties. The customer agrees to indemnify Hylobiz in respect of any claims, disputes, penalties, cost and expenses arising directly or indirectly in relation Refunds or Chargebacks for all transaction initiated and instructed through the customer’s site.
17. If Hylobiz and/or the Facility Providers determine that the customer and/or its business associates registered with Hylobiz are incurring an excessive amount of Chargebacks or Refunds, Hylobiz may establish controls or conditions governing the Transactions contemplated under this Agreement, including without limitation, by
	1. establishing new processing fees,
	2. by requesting a reserve in an amount reasonably determined by Hylobiz to cover anticipated Chargebacks and Refunds
	3. by asking the customer to first make payment of the Chargeback amount / Refund amount and then only process the chargeback and refund request.
	4. delaying or suspending pay-outs to Customer,
	5. block the refund or refuse to process
	6. adjusting the Chargeback and Refund amount from the end user charge payable to Customer and
	7. imposing penalty amount if any charged by Facility Providers
	8. charge interest over the Chargeback and Refund amount
	9. terminating or suspending Hylobiz Services.
18. INDEMNITY:

If any third-party brings a claim against HYLO, or requires HYLO to respond to a legal process, related to Customer’s acts, omissions, data or information within the Software, Customer must defend, indemnify and hold HYLO harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim or request.

The customer shall indemnify Hylobiz, its respective officers, directors, employees and agents against any charge back or fraudulent transactions due to customer’s dealings with his counterparties.

1. GOVERNING LAW AND FORUM:

This agreement is governed by the Indian laws (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the legal jurisdiction of Bangalore, Karnataka, India.

1. OTHER TERMS:
2. Entire Agreement and Changes: This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.
3. No Assignment: Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.
4. Independent Contractors: The parties are independent contractors with respect to each other.
5. Enforceability and Force Majeure: If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.
6. Money Damages Insufficient: Any breach by a party of this agreement or violation of the other party’s intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
7. Customer and counterparties: Hylobiz shall not be a party to any between the Customer and his counterparties. In the event of any dispute between the Customer and his counterparties whether in relation to any deficient, improper or incomplete Product or Service provided by the customer or otherwise, Hylobiz shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.
8. The Customer also confirms that the individual/s signing this agreement on behalf of the company is hereby fully authorized to bind to contractual obligations and is authorized to provide the information and documentation submitted in connection with this agreement.
9. Consent: By virtue of singing up for Hylobiz services, the customer gives an express consent to receive updates from Hylobiz on information related to products and services and transactional alerts. The updates and alerts could be in the form of Text messages, Emails and/or WhatsApp notifications. The customer also expressly agrees for Hylobiz staff / counterparties to contact him / her via any medium / channel to market and / or update about Hylobiz product and services.
10. Feedback: By submitting ideas, suggestions or feedback to HYLO regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants HYLO an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
11. UPDATES:

Hylobiz reserves the right to modify this privacy statement at any time. In the event of any material changes to this agreement or policy, Hylobiz shall notify here or via an email to the authorized contact details as shared by the customer.

1. CONTACT:

Feel like getting in touch? Email us at support@hylo.biz Top of Form