

# Terms & Conditions

Xoxoday (Nreach Online Services Private Limited) | [xoxoday.com/terms-of-use](https://xoxoday.com/terms-of-use)

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## 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, hereinafter referred to as "Xoxoday", "we," "us," and/or "our"). For Xoxoday registered users, the website, together with the Xoxoday mobile app (the "App") and application programming interface (the "API"), all together referred to 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 may also include passwords, financial account details, and other payment instrument information.

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") is 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 and do not engage with them until 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
- 4. Shell Companies

In addition, we confirm the beneficial owners of the organizations. Beneficial owners are any individual(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 it on need basis. Upon signing up to your account, you will be considered as a 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 the 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, 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.

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. To access 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.

### 5. Payments

Customer acknowledges that the receipt of an authorization for a Payment Transaction indicates that, as of the date of the authorization, 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 authorization for a Payment Transaction, the Customer payment obligation to Xoxoday is completed and discharged (except in the event of chargeback or other reversal). Customer

acknowledges that the authorization is not a confirmation of the Customer's identity; nor is it a 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 (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)

Our platform fee (SaaS) is based on the subscription model. The client or 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

If an order is still in pending status and is being cancelled due to non-availability of a voucher or at the request of the end user, the points will be refunded within 3 hours. However, cancellation of a delivered Empuls order will result in a refund as an Xoxo voucher, 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, 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 log data, analytics code, etc., that is automatically collected during your access or use of the website, such as IP address, device version and identification number, browser type, browser language, and date and time of your requests, to obtain vital statistics regarding your usage of the website, enhance your experience and interface, and increase the efficiency of the website.

Xoxoday is committed to protecting the security of your Personal Information and uses reasonable efforts and security measures to help protect such information from 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 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.

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. 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.

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, the website and the Service may transfer Personal Information that it collects from you/your organization to affiliated entities across borders on a need-to-know basis, with an obligation to maintain your Personal Information confidential for the limited purpose of upkeep and maintaining the website. By using this website, you hereby consent to the transfer of your Personal Information across countries or jurisdictions which shall abide by the rules governing such international data transfers.

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.

## 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, except as expressly permitted
- Aggregate or scrape any content, data or other information from the Website without express written permission
- Hyperlink to the Website or deep-link to any portion of the Website without written consent
- Interfere with the 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 hacking, password mining, deceptive impersonation, or misrepresentation
- Circumvent or seek to circumvent any security measures or features meant to protect the security of the Website

- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website
- Violate any applicable laws or regulations in force in or outside India

## **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. 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.

## **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, or 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, 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.

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.

## **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 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.