

TERMS of USE

By visiting our site you are agreeing to be bound by the following terms and conditions. We may change these terms and conditions at any time without prior notice or intimation thereof. By using this Website or any utility in this Website directly or indirectly you abide by all terms and conditions mentioned herein and that you accept any new or modified terms and conditions that we come up with. If you do not agree to any of the terms mentioned herein, you should exit the site immediately. The term ePAYnow or www.epaynow.in or Website is used interchangeably through this entire Terms of Use document to refer to the Websites, its owners and the different divisions, employees, associates / groups of the owner and their respective Websites and the online services, including the online Desks, if any.

- **Registration / Enrolment and Termination:**

By registering on Website or by enrolling as its customer, directly or indirectly, you certify that the information you provide, now or in the future, is accurate. ePAYnow reserves the right, in its sole discretion, to deny you access to this Website or any portion thereof without notice for the following reasons (a) immediately by ePAYnow for any unauthorized access or use by you (b) immediately by ePAYnow if you assign or transfer (or attempt the same) any rights granted to you under this User Agreement or any Client Agreement or any Associate Agreement that you may have entered with ePAYnow or Affiliates; (c) immediately, if you violate any of the other terms and conditions of this User Agreement Termination or cancellation of this Agreement shall not effect any right or relief to which ePAYnow may be entitled, at law or in equity. Upon termination of this User Agreement, all rights granted to you will terminate and revert to ePAYnow. Except as set forth herein, regardless of the reason for cancellation or termination of this User Agreement, the fee charged if any for access to Website is non-refundable for any reason whatsoever.

- **License:**

ePAYnow, hereby grants you a limited, non-exclusive, non-assignable and non-transferable license to access this Website, provided and expressly conditioned upon your agreement that all such access and use shall be governed by all of the terms and conditions set forth in this USER AGREEMENT.

You hereby agree and confirm that:

1. Access to this site and the information contained herein is not unlawful under the applicable laws of the jurisdiction where I am resident and from where I am accessing this site.
2. The information on this site is not and is under no circumstances be construed as, an advertisement or a public offering of the securities of entire NJ Group or any other security that may be described herein.
3. No securities regulatory body or similar authority in any jurisdiction has reviewed or in any way passed upon or endorsed the information on this site or the merits of the securities that may be described herein and any representation to the contrary may be construed as an offence under applicable laws.
4. I shall not circulate copies of this information in any manner (including but not restricted to photocopying and email) of the information and data on this site. I agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the contents to anyone.

You agree not to:

1. Interrupt or attempt to interrupt the operation of the site in any way.
2. Intrude or attempt to intrude into the site in any way.

3. Post any obscene, defamatory or annoying materials on the site.
4. Obscure any materials, including this notice, already posted on the site.
5. Use the site or any contents thereof to defame, intimidate, annoy or otherwise cause nuisance or breach the rights of any person.

- **Proprietary Rights, Copyrights & no retransmission of information:**

All rights, title and interest in this Website and any content as well as the design and information contained in this site contained herein is the exclusive property of ePAYnow, except as otherwise stated. ePAYnow is the sole owner of all the intellectual property including all rights in trademarks, marks, logos, symbols, copyright works, reports, diagrams, patents, designs created or held in the Products, Services, Websites etc. including but not limited to the domain names, the source codes, the database etc. This Website is only for your personal and non-commercial use and for no other purpose. Nothing in this Agreement shall be construed as transferring or assigning any such ownership rights to you or any other person or entity. The content of the Website cannot be amended, copied, reproduced, replicated, republished, uploaded, posted, published, transmitted, displayed or distributed for any non-personal use via any form or media without obtaining prior written permission from ePAYnow. You may not perform, license, frame, create derivative works from, or otherwise use in any other way for commercial or public purposes in whole or in part any information, reports & formats thereof, presentations of reports, software, products or services obtained from this Website, except for the purposes expressly provided herein, without ePAYnow's prior written approval. You may not resell, reproduce, redistribute, broadcast or transfer the information or use the information in a searchable, machine-readable database unless separately and specifically authorized in writing by ePAYnow prior to such use. You may not rent, lease, sub-license, distribute, transfer, copy, reproduce, publicly display, publish, adapt, store or time-share any content of Website, any part or format thereof, or any of the information received or accessed there-from to or through any other person or entity unless separately and specifically authorized in writing by ePAYnow prior to such use. In addition, you may not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of Website without prior written authorization except as set forth herein, any other use of the information contained in this Website requires the prior written consent of ePAYnow. ePAYnow and its logo referenced herein are trademarks and service marks of ePAYnow. The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose including, but not limited to use as meta-tags on other pages or sites on the World Wide Web without the written approval of ePAYnow or such third party, which may own the marks. The users of the Websites have no right to use the Intellectual Property in any manner whatsoever except to the extent expressly permitted by ePAYnow. The users of the Websites agree to treat as confidential and privileged all information supplied or received and will not divulge or disclose the same to any third party, except to those authorised by ePAYnow in writing. The users further agree not to use any such information to the detriment to ePAYnow any other entity in any way whatsoever, at any time. The users agree not to make copies of any such confidential information or any part thereof except for their personal consumption within the terms of this agreement. ePAYnow reserves the right to terminate the accounts of Subscribers / Customers / Associates, who violate the proprietary rights. In addition, in case of any act in actual or intentional breach of these terms, directly or indirectly, by any means or modes, you will be liable for actual and punitive damages as determined by ePAYnow and additional damages to be determined by an Indian court of Law.

- **Security:**

Unauthorized use of Website and application systems, including, but not limited to, unauthorized entry into ePAYnow systems, online accounts / Desks, misuse of passwords or misuse of any other information, is strictly prohibited. You may not use this Website in any manner that could damage, disable, overburden, or impair any ePAYnow's site or service or interfere with any other party's use and enjoyment of any ePAYnow's site, service or online accounts. You may not attempt to gain unauthorized access to any of our site or service and computer systems or networks connected to it, through hacking. You agree that you will not engage in any activities related to this Website that are contrary to the applicable laws or regulations in force. The users of online accounts / Desks, if any, have the primary responsibility to keep their login-ids and passwords secure and to not display such crucial, important information to any third person. In case of any such leak of login-id & password, ePAYnow cannot be responsible for the loss of such information, or for any act, omission, damages, claims, loss of personal information, etc. arising from the use of such leakage of login-ids and passwords. ePAYnow may use certain technology on its Websites to collect information from visitors and may compile aggregate statistical information about how visitors use its Websites, including information relating to the frequency of visits, the average length of visits, which pages are viewed during a visit. ePAYnow uses this information to improve its Website content and performance. No individually identifiable information is collected for this purpose and ePAYnow does not monitor individual visitor behaviour.

- **Service Delays:**

ePAYnow reserves its right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on this Website and to suspend and/or deny access to this Website for scheduled or unscheduled maintenance, upgrades, improvements or corrections. ePAYnow may discontinue or change any product or service or online user accounts described in or offered on this Website or in any modules or parts thereof at any time if deems fit and proper. Neither ePAYnow (including its and their directors, employees, affiliates, agents, representatives or subcontractors) nor its affiliates shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, riots, armed conflicts, acts of war, or other like causes. ePAYnow shall have no responsibility to provide you access to Website while interruption of Website is due to any such cause shall continue.

- **Liability Disclaimer:**

YOU EXPRESSLY AGREE THAT THE USE OF THE Website IS AT YOUR SOLE RISK The information and materials on this Website may contain typographical errors or inaccuracies. Any dated information is published as of its date only with due care, and ePAYnow does not undertake any obligation or responsibility to update or amend any such information. The information, products and services on this Website are provided on an "AS IS, WITH ALL FAULTS", "WHERE IS" and "WHERE AVAILABLE" basis. ePAYnow does not warrant the information or services provided herein or your use of this Website generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. ePAYnow will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you on this Website. Although the information provided to you on this Website is obtained or compiled from sources we believe to be reliable, ePAYnow cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose. Neither

ePAYnow, nor any of its affiliates, directors, officers or employees, nor any third party vendor, or associates, will be liable or have any responsibility of any kind for any loss or damage or compensation that you may incur in the event of any failure or interruption of this Website, or resulting from the act or omission of any other party involved in making this Website, the data contained herein or the products or services offered on this Website available to you, or from any other cause relating to your access to, inability to access, or use of the Website or these materials, whether or not the circumstances giving rise to such cause may have been within the control of ePAYnow or of any vendor providing software or services. Under this User Agreement, you assume all risk of errors and/or omissions in this Website, including the transmission or translation of information. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of this Website, including the information, and for maintaining any means, which you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information under the User Agreement. YOU AGREE THAT, ePAYnow (Including its and their officers, directors, employees, affiliates, group companies agents, representatives or associates) shall not be, in any event, be liable, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or other damages of any kind arising out of the use or inability to use this Website for any purpose whatsoever even if ePAYnow or any other such party has been advised of the possibility thereof. ePAYnow and its affiliates, officers, directors, employees and agents shall have no liability in tort, contract, or otherwise to user and/or any third party. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labour problems or any force majeure. ePAYnow cannot and does not guarantee continuous, uninterrupted or secure access to this Website.

- **Links to third party sites:**

The links in this Website will allow you to leave this Website. The linked sites are not under the control of ePAYnow. ePAYnow has not reviewed, nor approved these sites and is not responsible for the contents or omissions of any linked site or any links contained in a linked site. The inclusion of any linked site does not imply endorsement by ePAYnow of any such site.

- **Indemnification:**

YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ePAYnow (including its and their officers, directors, employees, affiliates, group companies, agents, representatives or subcontractors) from any and all claims and losses imposed on, incurred by or asserted as a result of or related to: (a) your access and use of this Website (b) any non-compliance by user with the terms and conditions hereof; or (c) any third party actions related to users receipt and use of the information, whether authorized or unauthorized. Any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder. These terms may only be amended in a writing signed by ePAYnow. If ePAYnow takes action (by itself or through its associate companies) to enforce any of the provisions of this User Agreement, including collection of any amounts due hereunder, ePAYnow shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

- **Entire Agreement:**

This User Agreement constitutes the entire agreement between the parties, and is inclusive of any other written agreement existing between you and ePAYnow. By using the information on this Website, you

assume full responsibility for any and all gains and losses, financial, emotional or otherwise, experienced, suffered or incurred by you. ePAYnow does not guarantee the accuracy, completeness or timeliness of, or otherwise endorse in any way, the views, opinions or recommendations expressed in the Information, does not give investment advice, and does not advocate the purchase or sale of any security or investment by you or any other individual. The Information is not intended to provide tax, legal or investment advice, which you should obtain from your professional advisor prior to making any investment of the type discussed in the Information. The Information does not constitute a solicitation by the information providers, ePAYnow or other of the purchase or sale of securities. The service is provided "AS IS," without warranty of any kind, either express or implied, including without limitation, any warranty for information, data, services, uninterrupted access, or products provided through or in connection with the service. Specifically, this Website disclaims any and all warranties, including, but not limited to: (i) any warranties concerning the availability, accuracy, usefulness, or content of information, products or services; and (ii) any warranties of title, warranty of non-infringement, warranties of merchantability or fitness for a particular purpose. this disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tort, negligence, or under any other cause of action. Neither ePAYnow nor any of its employees, agents, successors, assigns, affiliates, group companies or content or service providers shall be liable to you or other third party for any direct, indirect, incidental, special or consequential damages arising out of use of service or inability to gain access to or use the service or out of any breach of any warranty. Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such countries, the respective liability of ePAYnow, its employees, agents, successors, assigns, affiliates, group companies and content or service providers respective liability is limited to the amount provided under said law. Further, you agree and understand that all services provided are non-refundable and that you should carefully consider whether our services are able to meet your needs. Transactions between user of this Website and ePAYnow shall be governed by and construed in accordance with the SEBI Regulations and laws of India, without regard to the laws regarding conflicts of law. Any litigation regarding this Agreement or any transaction between customer and NJ or any action at law or in equity arising out of or relating to this Agreement or transaction shall be filed only in the Competent Courts of Surat, Gujarat and the customer hereby acknowledges, agrees, consents and submits to the jurisdiction of such courts for the purpose of litigating any such action.

- **Jurisdiction:**

The terms of this Agreement are exclusively based on and subject to Indian law. You hereby consent to the exclusive jurisdiction and venue of courts in Surat, Gujarat, India in all disputes arising out of or relating to or in connection with the use of this Website. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Please proceed only if you accept all the conditions enumerated herein above, out of your free will and consent.