

TERMS & CONDITIONS

• Contract

- These Subscription Model terms and conditions mentioned below shall form the Subscription Contract between the parties, i.e. Imvvy Solutions LLP and the Customer and shall be governing their mutual relationship and shall be binding on both parties, on their representatives, assigns, successors in interests of parties and shall also be equally applicable on all persons/entities who are using the services of Imvvy Solutions LLP under the customers.

• Terms

- The Contract will commence upon on the date of Online Payment (“Registration”) and acceptance of Terms and Conditions contained herein and, will remain valid, subject to applicable Terms and Conditions till the validity of the said plan and/or continued usage of the services of Imvvy Solutions LLP under the subscribed plan, unless terminated prior in accordance of this contract.

• Limited Access

- Imvvy Solutions LLP grants the Customer, subject to payments, permission and limited access to devices & services, using the Imvvy Smart Devices, limited as per plan subscribed, in accordance with these terms and conditions. Devices shall be commissioned at the address as shall be instructed by the Customer, which hereinafter shall be called and referred as ‘Scheduled Premises’.

• Installation

- Imvvy Solutions LLP or its affiliates shall install the Product at the location of the Customer’s premises (“Premises”) upon receipt of confirmation of the order for installation from the Customer at mutually convenient date & time.

• Ownership

- Devices installed at the scheduled premises is the property of the Imvvy Solutions LLP and is under the full, legal and perpetual ownership and effective control of the Imvvy Solutions LLP. Device(s) have been installed by way of entrustment for the purpose of enabling customer to user Imvvy Services till the validity of subscription contract. No right whatsoever shall deemed to have been transferred in the said Device(s) and the said Device(s) shall always remain the sole and exclusive property of Imvvy Solutions LLP. The Customer must keep the Product safely and must not remove any marking that identifies the Product as belonging to the Imvvy Solutions LLP. Customer must not allow anyone else to otherwise tamper with or use the Product in any manner not specifically authorised by the Imvvy Solutions LLP. The Customer shall indemnify the Imvvy Solutions LLP against all loss and damage caused by such action against its lease Equipment/Product.

• KYC

- KYC Documents which must include Valid Photo Identity Card & Valid Address Proof and such other documents as may be called and/or required by Imvvy Solutions LLP and/or mandated by law. The customer shall be eligible to take the device/service under the lease product offer/scheme provided by the Imvvy Solution LLP only once the KYC of the customer has been approved from the office of the Imvvy Solutions LLP and/or its authorised agents shall be entitled to visit the customer and the scheduled premises for the purpose of verification. The KYC of the customer shall be reviewed by the Imvvy Solutions LLP within 5 working days. Imvvy Solutions LLP will not be liable for any incorrect information and/or document provided by the Customer, whether obtained illegally, or by means of fraud or forgery, or otherwise. The Imvvy Solutions LLP reserves the right to reject, in whole or in part, and without any liability whatsoever, any subscription offer, without assigning any reason, including for incomplete or incorrect information/documents
- **Subscription Fee & Security**
 - The Subscription Fee shall be non-refundable and in accordance with the subscription plans as displayed on the company website and may be changed from time to time, without any prior notice. The Imvvy Solutions LLP reserves the right, to change the prices, including increase the prices or modify the plan and offer in accordance with Applicable Law. Customer must visit the Imvvy Solutions LLP Website for the updated prices, tariff plans and offers. Customer may be called to maintain interest free security deposit (“Security Deposit”), if required in accordance with the terms of the package or the offer that may be subscribed by the Customer. Imvvy Solutions LLP reserves the right to charge a Security Deposit and make reasonable adjustments to the said Security Deposit in full or in part satisfaction of any sum due from the Customer to the Imvvy Solutions LLP at any time. The Security Deposit will be refundable upon expiration or termination of the Subscription herein after adjustment of any sum due from the Customer to Imvvy Solutions LLP.
- **Customer Obligation**
 - By entering into this contract, the Customer is obligated;
 - To honour the payment schedule of Subscription Fee as per the plan subscribed offer and without any reference, hindrance, delay, deduction, set off, for any reason in any manner whatsoever and shall not be connected with the state of use of Product, or any claim for service, quality, etc.;
 - Not to sell, offer for sale, mortgage, pledge, sub-lease, create lien or any third party interest, or otherwise deal in any manner, with Device(s) detrimental to the interest of Imvvy Solutions LLP, and shall always protect the Product, against distress, execution or seizure same being the property of Imvvy Solutions LLP;
 - To take such care of the Device(s) as a prudent person shall take care of his own property; to indemnify Imvvy Solutions LLP to the extent of written down value of the Product in case of loss or damage to the Product during the term of lease;
- **Installation**

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- **Termination**
 - Imvvy Solutions LLP reserves the right, without notice or any liability whatsoever to the Customer, to interrupt, deactivate, suspend, cancel, modify, or terminate any Services supplied to the Customer or deactivate the Customer Account if such action is deemed necessary by the Imvvy Solutions LLP (i) under any law or is requested by any competent authority; or (ii) non-payment by the Customer or failure by the Customer to pay the advance subscription fees or to maintain the Minimum Account Balance or to make any payment which is due; or (iii) for unauthorised use of the Services by the Customer; or (iv) for any breach or default on the part of customer of any of the terms and/or condition of the present contract; or (v) for any technical, maintenance, security or failure or degradation of any facilities, equipment or systems used to provide the Service; or (vi) for Imvvy Solutions LLP is lost/misplaced/damaged/disposed of by the lessee/customer intentionally or unintentionally; or (vii) due to any act beyond the control of the Imvvy Solutions LLP; (vii) or in the event of emergency, such as, war or similar situation. Notwithstanding any other terms of this Agreement, Imvvy Solutions LLP shall have the right to terminate the Agreement in case of any default on the part of the Imvvy Solutions LLP by providing 15 days' notice to the Customer. The lease may be terminated by the Customer, any time during the lease period by serving a notice in writing, from the registered email id, subject to fulfilment of minimum period of commitment or on making payment for the remaining period of minimum commitment in lieu thereof.
- **Effect of Termination**
 - On termination, the Imvvy Solutions LLP shall have the right to take possession of Device(s) delivered to the Customer immediately; and the Customer shall be liable for: a) any payment or arrear of rent pending from the Customer shall become payable immediately to the Imvvy Solutions LLP; b) any penalty or damages payable to the Imvvy Solutions LLP in case of any damage/loss/misplacement/disposition of the Lessee/customer. In the event of termination, the Customer shall pay for the Device(s) usage charges so long as the Device(s) remains in the custody of the Customer. The Customer shall allow Imvvy Solutions LLP to uninstall the Product and forthwith return to Imvvy Solutions LLP, the Product and every part thereof, which may be in or under the Customer's control, without demur or protest and without making any claims or demands whatsoever. Notwithstanding the termination of

the present contract, the liabilities incurred by parties prior to the termination shall remain valid, binding and enforceable.

- **Reactivation**

- In the event of an interruption, suspension or deactivation of the Service, the Imvvy Solutions LLP may, at its sole discretion, reactivate the Service, subject to any conditions that the Imvvy Solutions LLP may impose from time to time subject to applicable law. Upon reactivation, the Imvvy Solutions LLP may in addition to charging reactivation fees, deduct the expenses, charges and/or penalties that the Imvvy Solutions LLP may deem fit, subject to Applicable Law. These additional charges shall be debited from the Customer Account or separately recovered from the Customer at the option of the Imvvy Solutions LLP. Deactivation, suspension or termination shall be without prejudice to any other rights or remedies a Party may be entitled to in law or under the Contract and shall not affect any accrued rights or liabilities of either Party nor the coming into force or the continuance in force of any provision of the Contract, which is expressly or by implication intended to come into or continue in force on or after such termination.

- **Warranties**

- The Imvvy Solutions LLP makes no express or implied warranties, guarantees, representations or undertakings whatsoever regarding the Services/ equipment etc., unless expressly mentioned in the Contract. The Imvvy Solutions LLP specifically disclaims any statements indicating that the Device(s) shall be without any fault or damage, including faults or damages resulting from exposure to adverse environmental conditions, including excessive moisture and excessive temperatures or damage to the Device(s) on account of Force Majeure.

- **Liabilities**

- The liability of the Imvvy Solutions LLP will be limited to only proven direct damages or losses incurred by the Customer or any third party. The Customer shall indemnify, defend and hold Imvvy Solutions LLP harmless from and against any claim, demand, cause of action or loss or liability (including, but not limited to, attorneys' fees and costs) for any Device(s) damage or personal injury arising from the Customer's use of the Device(s) by any cause, except to the extent such is caused by the Imvvy Solutions LLP negligence or wilful misconduct. The Imvvy Solutions LLP's liability shall not exceed the Subscription Fee paid by the Customer for the Service in the 3 (three) months immediately preceding the specific event that gave rise to such damage or loss. The provisions of this clause shall survive the termination of this Agreement with respect to any claim or liability accruing before such termination. In no event shall Imvvy Solutions LLP be liable for any direct, indirect, special or consequential loss or damage arising out of Customer's use of the Products.

- **Communication**

- The customer shall communicate with Imvvy Solutions LLP through registered mobile No. and/or through registered email ID. Imvvy Solutions LLP shall also communicate a) all payment reminders and/or confirmations b) all plan related communications etc. on the registered mobile and/or mail id of the customer. The customer shall take all reasonable precautions to ensure the safety and privacy of Customer Account. Customer login IDs, Password, Security Password shall not be shared by the Customer with any third party. The customer shall immediately notify to Imvvy Solutions LLP about the breach and/or violation of

any security or of any unauthorised use of customer ID and/or account and/or information. Imvvy Solutions LLP shall not be responsible for loss, damage, fraud being committed by misuse, unauthorised use of customer account, login IDs, passwords registered mobile nos. and registered mail ids etc. and only customer shall be will be liable for all losses incurred by the Imvvy Solutions LLP or others due to such unauthorised use.

• **Permissions**

- By subscribing to and activating the Imvvy Solutions LLP services or possessing the RO, the Customer(s) grants the Imvvy Solutions LLP (or its subcontracts or business associates) the permission to contact the Customer(s) through Call, SMS, Social Media, Mobile Applications or any other means for any reasons (including for reasons connected to the service or otherwise). The Customer specifically agrees that in order to facilitate the Imvvy Solutions LLP to provide Services, the Imvvy Solutions LLP may be required to disclose any information or particulars pertaining to the Customer to any authority, including, but not limited to, any debt collection agency, credit reference agency, security agency, and reserves the right to comply with the direction of such authorities at its discretion and without intimating the Customer. The Customer acknowledges and agrees that the foregoing consent given to the Imvvy Solutions LLP (or its subcontracts or business associates) shall be notwithstanding the Customer being registered under the National Do Not Disturb Registry (or any such records). Any information collected from a Customer or its Authorised Representative is subject to the terms of the Privacy Policy on the Imvvy Solutions LLP Website, and Applicable Law. Customer (or Authorised Representative, as the case may be) grants its express consent to the Imvvy Solutions LLP to collect, and use information (including sensitive personal information) of the Customer and/or Authorised Representative, and contact the Customer and/or Authorised Representative using their information for the following purposes: (a) share information with regard to the subscription account such as alerts and account information. (b) fulfil the Customer's or Authorised Representative's requests regarding the Services; (c) respond to inquiries; (d) conduct market research; (e) enforce the legal terms or for other legal purposes; (f) prevent fraud or potentially illegal activities; (g) perform analyses; (h) provide technical support; (i) improve its products and/or Services; (j) share marketing materials (k) contact Customer or Authorised Representative for surveys or feedback; (l) execute other activities such as marketing campaigns. (m) to recommend products and services (n) to provide ads, offers and other sponsored content (o) to perform its obligations and duties as required by customary business practices.

• **Revisions**

- These terms and conditions, are subject to modification and revision at the sole discretion of the Imvvy Solutions LLP and shall be deemed to be effective as soon as the revised, modified terms and conditions are notified on the website of Imvvy Solutions LLP. The customer should be checking for any latest version of the terms and conditions. The use of the services under the subscription plan is deemed to be acceptance of such revised terms and conditions.

• **Notifications**

- All notifications, complaints and notices must be in writing and addressed to Grievance Officer and/or to Nodal Officer, at its registered office or otherwise as provided on the website of the Imvvy Solutions LLP. The Customer agrees that notifications provided by the Imvvy Solutions LLP in such form as prescribed by the Imvvy Solutions LLP from time to time, including

notifications displayed on the Imvvy Solutions LLP Website or the Customer care service or the notification provided by Alert, SMS, Email or any other method specified by the Imvvy Solutions LLP, will be sufficient and adequate notice to the Customer.

- **Assignment**

- The Customer under any circumstances shall not assign or transfer or create any third party interest in this Agreement or Device(s) without the consent of the Imvvy Solutions LLP. Any such transferring of assignment shall be considered as illegal and hence a violation of the terms of this Agreement. The Imvvy Solutions LLP reserves its right to assign this Agreement, to any third party without prior notice to the Customer.

- **Entire Agreement**

- This Agreement constitutes the entire agreement between Imvvy Solutions LLP and the Customer. The acceptance of this Agreement also signifies the acceptance of the Customer, to the terms and conditions on the Imvvy Solutions LLP website. In the event of any conflict between the terms and conditions on the Imvvy Solutions LLP website and this Agreement, the terms and conditions on the Imvvy Solutions LLP website shall supersede. The Imvvy Solutions LLP reserves the right to amend the terms and condition of this Agreement and on the website from time to time, the customer is requested to check the website for update of terms and conditions.

- **Severability**

- If any law would otherwise make a provision of this Agreement illegal, void or unenforceable in any jurisdiction; or If a provision of the Agreement would otherwise contravene any law or regulation or rule applicable to the transection envisaged herein or impose an obligation or liability which is prohibited by the act or any other law, this Agreement is to be read as if that provision was varied to the extent necessary to comply with that law or, if necessary, omitted, without affecting the continued operation of the rest of this Agreement in that jurisdiction or any other jurisdiction.

- **Waiver**

- Neither Party shall lose any right under this Subscription Contract if it fails to use that right, or delays in using it. For a waiver of a right to be valid, it must be written and will not give rise to an ongoing waiver of that right unless it is expressly stated to do so.

- **Governing Law, Dispute Resolution & Arbitration**

- This Agreement is governed by Indian law. Any disputes, differences or questions, which may arise at any time hereafter between the Imvvy Solutions LLP and the Customer touching the true construction of this Agreement or performance of the obligations or enforcing any rights and/or liabilities of the Parties hereunder, shall be first amicably resolved between the Parties within 30 (thirty) days from the date on which such dispute was raised by a Party and communicated to the other Party in writing failing which the dispute shall be referred to a sole arbitrator who shall be appointed by Imvvy Solutions LLP. Both Customer and Imvvy Solutions LLP, agrees and undertakes that it would be in interests of both parties, if the Arbitration is conducted through Fast Track Mode as provided under Section 29-B of the Arbitration Act, as amended up to date. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996, as amended or any statutory modifications or re-enactment thereof for



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the time being in force. The venue of such arbitration shall be at Delhi and the Courts at Delhi alone shall have exclusive jurisdiction to deal with the arbitration proceedings and the awards in accordance with law. The arbitration proceedings shall be conducted in English language. The award passed by the arbitrator shall be final and binding upon the Parties.