

## **Terms of Use | YuCollect**

CredAvenue Collect Private Limited (**Company**) owns, operates and manages the YuCollect web site located at <https://www.yucollect.com/> under the name and brand of 'YuCollect' (**YuCollect Platform**).

These terms and conditions of use (**Terms**) apply to the YuCollect Platform, and all associated sites linked to <https://www.yucollect.com/> by the Company; its subsidiaries; and any person(s) that directly or indirectly controls, or is controlled by, or is under common control with, such person (**Affiliate**).

YOU UNDERSTAND AND ACKNOWLEDGE THAT WE REQUIRE YOU TO ACCEPT THE TERMS FOR YOU TO ACCESS AND USE THE YUCOLLECT PLATFORM AND THE SERVICES THEREIN. BY USING THE YUCOLLECT PLATFORM, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THE YUCOLLECT PLATFORM.

The Company reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of the YuCollect Platform following the posting of changes will indicate that you accept and agree to the changes. As long as you comply with these Terms, the Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the YuCollect Platform.

### **ABOUT US**

The Company is incorporated under Indian Companies Act, 2013 with registered office at 12 th Floor, Prestige Polygon, Teynampet, Anna Salai, Chennai - 600035. Any reference to "**you**" or "**your**" or "**User**" refers to you as a user of the YuCollect; and any reference to "**we**", "**our**" and "**us**" shall refer to the Company as the provider of the YuCollect Platform and the services offered on / through the YuCollect Platform (**Services**).

### **CONTENT**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code, source code, algorithm, rules, models, (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the YuCollect Platform is owned, controlled or licensed by or to the Company, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms, no part of the YuCollect Platform and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the Company's express prior written consent.

### **DISCLAIMER OF WARRANTY**

Use of the YuCollect Platform is at your sole risk. All materials, information, products, software, programs, and services are provided "*as is*," with no warranties or guarantees whatsoever. The Company expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of

merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights. Without limitation, the Company makes no warranty or guarantee that the YuCollect Platform will be uninterrupted, timely, secure, or error-free.

You understand and agree that if you download or otherwise obtain materials, information, products, software, programs, or services from the YuCollect Platform, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system. Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to you.

#### **PROVISION OF YUCOLLECT PLATFORM AND MODULES**

We shall offer the YuCollect Platform for use and access to you at all times during the term of your engagement with us, pursuant to any engagement letter, purchase order or such other agreement between you and us (**Agreement**).

The YuCollect Platform contains specific features or suite of features; functionality or suite of functionalities; or certain pages containing specific information; or other incremental services; hosted or facilitated on the YuCollect Platform as separate set of services (each such set referred to as a "**Module**"). We may, subject to these terms, our privacy policy, and any other Agreement between you and us, grant you access to such Modules pursuant to respective purchase orders placed by you with us. The terms and conditions specific to such Modules as shall be intimated through the respective purchase orders for each Module shall apply to you, if you access the respective Module mentioned therein. You may be required to accept specific terms and policies in respect of each Module, prior to accessing and availing the services therein.

You acknowledge and understand that the quality of the output of the Services on the YuCollect Platform will vary depending on the accuracy, genuineness, quality, integrity, reliability and appropriateness of the data provided to us by you. We shall be in no way responsible for any deficiency in providing the Services due to your fault or negligence.

We may, without prior consent / intimation to you, use the services of our Affiliates or third parties, including any sub-contractors for maintenance of our infrastructure, any of our functions or activities related to the YuCollect Platform and / or other support required for its development and operations.

#### **MANAGEMENT AND ACCESS TO ACCOUNT**

You accept and agree to access the YuCollect Platform only through the account created against your credentials (**Account**). The Account shall be operated and managed by only such personnels / employees designated and authorised by you to access the Account (**Designated Users**). All actions / inactions of the Designated User(s) shall be deemed to be approved by you, and consequences thereof shall be binding upon you.

Access to the Platform by each of your Designated User shall be subject to such Designated User's acceptance of the YuCollect Platform's terms and conditions, privacy policy, and such other terms / policies dictating the use of the YuCollect Platform as may be determined by us from time to time.

#### **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the content on the YuCollect Platform is provided by us or our Affiliate entities. Copyright, trademark, and other laws protect the YuCollect Platform and its contents. Our licensors and we reserve all rights not expressly granted in these Terms.

The YuCollect logo, other trademarks, and certain product names that appear on the YuCollect Platform (collectively, the “**YuCollect Marks**”), are trademarks or registered trademarks of YuCollect or its Affiliates. Except as expressly provided in these Terms or as expressly authorized in writing by the relevant trademark owner, you shall not use any YuCollect Marks without our prior written consent, either alone or in combination with other words or design elements, including, in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual, or any other form.

References to other parties’ trademarks on the YuCollect Platform are for identification purposes only and do not indicate that such parties have approved the YuCollect Platform or any of its contents. These Terms do not grant you any right to use the trademarks of other parties.

### **LIMITATION OF LIABILITY**

To the fullest extent permitted by the laws of India, including any judgements by competent courts and any directions / circulars / guidelines etc. issued by regulators or statutory bodies (**Applicable Law**), in no event will YuCollect be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from the YuCollect Platform or any use of the YuCollect Platform/Modules, or of any site or resource linked to, referenced, or accessed through the YuCollect Platform, or for the use or downloading of, or access to, any materials, information, products, or services, including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if the Company is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort, or any other legal theories.

You acknowledge that the internet is not secure, and that we shall have no responsibility or liability to you for any outages that are outside of our control, or that occur due to reasons including but not limited to planned maintenance, technical issues that may occur due to your improper usage of the YuCollect Platform, technical issues regarding the YuCollect Platform or any corruption, deletion, destruction or loss of any data as the result of such outage.

### **ADDITIONAL TERMS**

If any portion of these Terms is invalid or unenforceable in any jurisdiction, then (i) in that jurisdiction it shall be re-construed to the maximum effect permitted by law in order to effect its intent as nearly as possible, and the remainder of these Terms shall remain in full force and effect, and (ii) in every other jurisdiction, all of these Terms shall remain in full force and effect

We may revise these Terms at any time in our sole discretion by posting such revised Terms on the YuCollect Platform. Such revisions shall be effective as to you upon posting, unless explicitly stated by us. It is your responsibility to be aware of any such revised Terms by checking this webpage.

### **RULES OF CONDUCT**

You shall ensure that any information / content uploaded by you on the YuCollect Platform is true, accurate, complete and consistent to the best of your knowledge, and you shall solely be liable for any action in relation to the information / content hosted by you on the YuCollect Platform

Your use of the YuCollect Platform and any related websites / mobile applications is subject to all applicable local, state, national and international laws and regulations, and you agree not to violate such laws and regulations. Any attempt by any person to deliberately damage the YuCollect Platform is a violation of criminal and civil laws. The Company reserves the right to seek damages from any such person to the fullest extent permitted by law.

You may not engage in any activity on the YuCollect Platform which restrict or inhibit any other user from using or enjoying YuCollect Platform by “hacking,” “cracking,” “spoofing,” or defacing any portions of YuCollect Platform. You may not post or transmit through the YuCollect Platform advertising or commercial solicitations; promotional materials relating to website or online services which are competitive with the Company and / or the YuCollect Platform. You may not harvest or collect information about the YuCollect Platform visitors without their express written consent.

### **PROHIBITED CONDUCT**

In using the YuCollect Platform, you must not do any of the following:

- (a) Post, transmit or otherwise make available through the YuCollect Platform any materials that are or may:
  - (i) belongs to another person and to which the User does not have any right;
  - (ii) is obscene, pornographic, paedophilic, invasive of another’s privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or an online game that causes user harm, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
  - (iii) is harmful to child;
  - (iv) infringes any patent, trademark, copyright or other proprietary rights;
  - (v) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Central Government;
  - (vi) impersonates another person;
  - (vii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;
  - (viii) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
  - (ix) is in the nature of an online game that is not verified as a permissible online game;

- (x) is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game; or
  - (xi) violates any law for the time being in force.
  - (xii) Interfere with or disrupt the operation of the YuCollect Platform or the servers or networks used to make the YuCollect Platform available, including by hacking or defacing any portion of any of the YuCollect Platform; or violate any requirement, procedure or policy of such servers or networks.
- (b) Restrict or inhibit any other person from using the YuCollect Platform;
  - (c) Create or share content without first obtaining any necessary permissions / consents from third parties or otherwise use the YuCollect Platform to post or transmit any information that you do not have the right to provide; that would violate any Applicable Law or regulation; that would breach the Privacy Policy of the YuCollect Platform; or that would violate, infringe or misappropriate any third party right or interest;
  - (d) Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the YuCollect Platform or your Account except as expressly authorised herein, without the Company's express prior written consent;
  - (e) Reverse engineer, decompile or disassemble any portion of any of the YuCollect Platform, except where such restriction is expressly permitted by Applicable Law;
  - (f) Remove or alter any copyright, trademark or other proprietary rights notice on the YuCollect Platform or content you access via the YuCollect Platform;
  - (g) Frame or mirror any portion of the YuCollect Platform, or otherwise incorporate any portion of the YuCollect Platform into any product or service, without our express prior written consent;
  - (h) Systematically download and store YuCollect's content; and
  - (i) Use any robot, spider, websites search / retrieval application or other manual or automatic device to (a) retrieve, index, "scrape," "data mine" or otherwise gather content from the YuCollect Platform, or (b) reproduce or circumvent the navigational structure or presentation of the YuCollect Platform.

### **THIRD-PARTY CONTENT**

The YuCollect Platform may contain links to websites and other materials made available by third parties (collectively, "**Third Party Content**"). If you use such functionality, you are directing us to access, route and transmit to you the applicable Third Party Content.

Applicable copyrights, database rights, trademarks, patents, trade secrets or other proprietary rights and laws may protect Third Party Content. Nothing in your use of the YuCollect Platform or these Terms grants you any right, title or interest in or to this Third Party Content except for the limited right to use the YuCollect Platform as set out in these Terms.

We neither control nor endorse, nor are responsible for, any Third Party Content and we make no representations or warranties with respect to them. The availability of any Third Party Content through the YuCollect Platform does not imply the endorsement of, or affiliation with, any provider of such YuCollect Platform or materials. Your use of any Third Party Content is at your own risk and is subject to any terms, conditions and policies applicable to them (such as terms of service or privacy policies of the providers of the Third Party Content).

## **SUSPENSION / TERMINATION OF ACCOUNT**

We reserve the right to suspend / remove your Account from the YuCollect Platform, effective immediately and without notice to you, upon occurrence of the following events:

- (a) Breach of any terms of this Terms by you;
- (b) Breach of any terms of any other subsisting Agreement by the you (if any);
- (c) Breach of the Privacy Policy by you;
- (d) Upon a specific complaint against you by any other User to whom you have agreed to provide services pursuant to your engagement with such User through the YuCollect Platform;
- (e) Breach of any Applicable Law by you in relation to your access and use of the YuCollect Platform or Services, or in relation to your engagement with any other User facilitated through the YuCollect Platform;
- (f) If the operation or efficiency of the YuCollect Platform or our or any third party's equipment or network is impaired by your use of the Platform; or
- (g) If we are required to do so for legal reasons

We will have no responsibility to notify any third party, including any other User or any third party providers of services, merchandise or information, of any suspension, restriction or termination of your access to the YuCollect Platform.

## **GRIEVANCE REDRESSAL**

If you may have any grievances in respect of any Content on the YuCollect Platform, or any Services, you may contact us at:

Grievance Redressal Officer Name: Umar Asad Khan  
Email id: grievanceredressal@yucollect.com  
Mobile number: 7397930053

## **OTHER LEGAL PROVISIONS**

### **Amendments**

We reserve the right to amend these Terms at any time without notice to you, but we will use reasonable efforts to publish each amendment before such amendment becomes effective. We will only amend these Terms if the provisions in the Terms are no longer appropriate or if they are incomplete, and only if the changes are reasonable. The latest, fully-amended version of these Terms

will be published on the YuCollect Platform. You are responsible for regularly reviewing the YuCollect Platform to obtain timely notice of such amendments. If you continue to use the YuCollect Platform after the effective date of any amendment, you will be conclusively deemed to have accepted such amended version of these Terms.

### **Privacy**

We shall store the information and data shared / submitted by you about yourself for the purpose of creation of the Account or as part of any of the Services, for the later of (a) 180 (one hundred and eighty) days from deletion of such information or content; or (b) 180 (one hundred and eighty) days from deactivation or withdrawal of Account by you; or (c) as may be required under any Applicable Law for the time being in force.

Your privacy and terms of processing any data of or relating you (**Personal Data**) shall be governed by our Privacy Policy. You acknowledge that you have read the Privacy Policy, as it may be updated from time to time (**Privacy Policy**). You further acknowledge that, to the extent required under Applicable Law, by using the YuCollect Platform, you consent to the collection, use, and disclosure by us of your Personal Data (whether previously collected or to be collected) for the purposes identified therein.

### **Enforceability**

Your use of the Websites, and the content and features accessed through them, constitutes your agreement to these Terms; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.

### **No implied waiver**

If you do not comply with these Terms, and we do not take action immediately, this does not mean we or any of our Affiliates are giving up any rights that we / they may have (such as taking action in the future).

### **Assignment**

We may at any time assign our rights and obligations under these Terms, in whole or in part, without notice to you. You may not assign these Terms without our prior, written consent. These Terms will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns

### **Relationship**

You agree that no joint venture, partnership, fiduciary, employment or agency relationship exists between us and you as a result of these Terms or use of the YuCollect Platform.

### **Entire Agreement**

The Agreement(s), along with these Terms, as amended from time to time, including any and all documents, rules, terms and policies referenced herein, including but not limited to the Privacy Policy, constitutes the entire agreement between us and you with respect to your use of the YuCollect Platform.

### **English Language**

The parties have requested and agree that these Terms and all documents relating thereto be drawn up in English.

**Severability**

If a particular term is found to be unenforceable, this will not affect any other terms.

**Governing Law and jurisdiction**

The Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them are governed by Indian law. The courts in Chennai shall have exclusive jurisdiction over all disputes and claims arising out of or in connection with these Terms.