

TERMS OF USE

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Welcome to the Digital Platform of Escrowpay hosted on www.escrowpayindia.com (hereinafter referred to as the "**Website**") and/or on a mobile application platform or any other digital platform developed or sourced by Trustmore Technologies Private Limited (hereinafter collectively referred to as the "**Platform**").

The content of this Platform pertains to Escrowpay and is the property of Trustmore Technologies Private Limited having and its affiliates, having its registered office at Tower B 1617-1618, 16th Floor, Emaar Digital Greens, Golf Course Extn Road, Gurugram 122098 Haryana operating under the brand name Escrowpay (hereinafter referred to as "**Escrowpay / the Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its wholly owned subsidiaries, successors and permitted assigns).

By using the Platform, You represent that you have read and agree to be bound by the terms of this Terms of Use and the terms thereof shall be bound and applicable as an agreement, as well as any other guidelines, privacy policy, rules and additional terms referenced herein. The Terms of Use (defined hereinafter) set out the legally binding terms with respect to your access and use of the Platform and our provision of the Services (*defined below*).

Please read these Terms of Use carefully. Your access to Platform and/or use of the Services (*defined below*) constitutes your acceptance of all the provisions of these Terms of Use and Privacy Policy. Escrowpay reserves the right to modify these Terms of Use without any prior notice. You are advised to regularly review and access these Terms of Use. If you do not agree with any of the Terms of Use and any amendments thereto, you must not access the Platform and/or use the Services offered by Escrowpay.

Escrowpay reserves the right to change or modify these Terms of Use or any policy or guideline of the Platform including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Platform. Your continued use of the Platform will confirm Your acceptance of such changes or modifications; therefore, You should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to Your use of the Platform.

By accessing, registering or using the Services you agree to be legally bound by these Terms of Use/agreement and especially consent to comply with all applicable laws while using the Platform.

General Terms:

- 1) Your access or use of the Platform, transaction on the Platform and use of Services (*defined below*) hosted or managed remotely through the Platform, are governed by the following terms and conditions together with any additional Service specific terms and conditions, other policies which may be applicable and/or available on our Platform and any disclaimers which may be present on the Platform including the applicable policies which are incorporated herein by way of reference are jointly referred to as “Terms of Use” and constitute the terms of your access and use of the Platform and the Services. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as “You” or “Your” or the “User”) on one part and Trustmore Technologies Private Limited (Escrowpay) on the other Part. “Third Party” shall mean and refer to any individual(s), company or entity apart from the User and Escrowpay.
- 2) Your use of our Services is subject to your compliance with these Terms of Use. These Terms of Use apply to all visits to the Platform and all other applications operating under the brand name “Escrowpay” by Trustmore Technologies Private Limited, and all uses of our services, including (but not limited to) all associated content, information, recommendations, and/or services provided to you by or through our Services, as detailed on the Platform.
- 3) Your right to use the Services is not transferable. Any password or right given to you of the Platform is not transferable which may include but not limit to obtain Services, carry out transactions and to upload information or documents. Escrowpay may freely transfer, assign or delegate all or any part of this Terms of Use, and any rights and duties hereunder. This Terms of Use will be binding upon and inure to the benefit of the heirs, successors and permitted assignees of the parties.
- 4) Escrowpay reserves the right to activate or deactivate the account and/ or the Services provided at any time. You agree that we may send you text notifications and marketing offers.

Eligibility:

- 1) By using the Platform and/or availing the Services, You represent and warrant that You have the right, authority, and capacity to agree with the policies of Escrowpay, in respect of the Services being offered and to abide by all of the conditions set forth herein.
 - You are responsible for all the transactions you make under your name or account.
 - You are 18 years of age or over and have the legal rights to agree with the form of the binding contract in your jurisdiction.
 - You signify and warrant to the Company that you will use the Services in a manner dependable with all the pertinent rules and regulations.

Services: [BUYER & SELLER RELATED TERMS CAN BE LISTED]

- 1) The use of this Platform entitles You, to avail certain services as provided in the following clauses and interpretation of the term 'Services' shall be done accordingly depending upon the context.

- 2) The Services as offered by Escrowpay through its Platform includes (i) Registration on the Platform for free; (ii) facilitating business transactions between buyers and sellers; (iii) facilitating paying and receiving of payments for the transactions carried out between buyers and sellers; (iv) mediation services (defined hereunder); and (v) any other services that may be offered by the Company through its Platform s(all collectively hereinafter referred to as the “**Services**”).
- 3) The Company reserves the right to change the nature of Services at its sole discretion. Such change may be notified by publishing the same on the Platform.

Personal Data:

- 1) Escrowpay shall collect Your personal information for the purposes of providing facilitation Services. We understand the importance of safeguarding your personal information and we have formulated a Privacy Policy, to ensure that your personal information is sufficiently protected. Apart from these Terms of Use the Privacy Policy shall also govern your visit and use of the Platform. This may include records of any such communications exchanged between You and Escrowpay or any other Third Party along with the data that You recorded on the Platform which shall be collected and stored by Escrowpay or its affiliate’s servers.
- 2) Escrowpay shall use Your information to provide you with the Services, important information, required notices and marketing promotions. In order to make the best use of the Platform and enable Your information to be captured accurately on the Platform. Your continued use of the Site implies that you have read and accepted the Privacy Policy and agree to be bound by its terms and conditions. In an event You choose to withdraw Your consent or not provide the personal information, which may be required for accessing the Platform and rendering of Services, Escrowpay reserves the right to deny further usage and access of the Platform.
- 3) The usage and storage of your personal information shall in accordance with the terms of and purposes set forth in the Privacy Policy, the same may be subject to amendment from time to time at the sole discretion of Company, which shall be governed by applicable laws, as amended from time to time.

No Liability of Escrowpay:

- 1) Escrowpay do not represent or warrant that the content or information provided or made available via our Services is accurate, complete or current, or that our Services will be uninterrupted or error free, or that any defects in our Services will be corrected or that our Services or the server that makes our Services available are free of viruses or any other harmful components. Escrowpay do not make any warranties or representations regarding the use of the materials in our Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise, in each case to the fullest extent permitted by applicable laws. Information published or made available via our Platform and Services may refer to products, programs or services that are not available in Your region. You

understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with our services is to cease use of our Services.

- 2) Without limiting the foregoing, everything on the Platform and the Services are provided to you on a "AS IS" basis without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Escrowpay shall have absolutely no liability in connection with the Services including without limitation, any liability for damage or injury to You or damage to Your computer hardware, data, information, and business resulting from the material or the lack of information available on the site.
- 3) Without prejudice to the information provided above, Escrowpay shall also not be liable in any manner for and towards:
 - Any delay/failure to record the details or confirm order of sale / purchase due to cellular traffic and loss of cellular connection;
 - Any unauthorized access to, use, or alteration of Your transmissions or data, pursuant to Your engagement with Escrowpay;
 - Any type of inconvenience suffered by You, due to a failure on part of data collected through the hyperlink;
 - Any error, omission, inaccuracy, deficiency, inadequacy, unsuitability or negligence, regardless of how caused in the delivery and performance of the Services by the Company;
 - Any other incident that occurred in connection with the choice made by You, based on the information available through our Services;
 - Any loss or injury caused, in whole or in part, by our actions, omissions, or negligence, in providing the facilitation Services; or
 - Any decision made or action taken or not taken in reliance upon the material furnished at this Platform.

No Financial Advice:

- 1) We Do Not Provide Financial Advice: The information that you obtain or receive from Escrowpay, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Platform is for informational and connecting purposes only. The information provided on the Website is not intended as a substitute for, nor does it replace, professional financial advice. If you rely on any of the information provided by the Platform, You do so solely at Your own risk.

Indemnity and Liability:

- 1) You agree and undertake that you shall, on demand, indemnify, defend and hold harmless, Escrowpay, its directors, officers, employees, representatives, agents, shareholders or affiliates ("Indemnified Parties") from all loss, demand, claims, expense or damage incurred or anticipated to be incurred by the Indemnified Parties for any consequence arising out of :
 - (i) use of the Platform or the Services by You,

- (ii) any breach by You of any of the terms of the Terms of Use,
- (iii) any breach of applicable laws, rules, regulations or guidelines by You in the course of Your use of the Platform and/or Services.
- 2) The Indemnified Parties shall notify You, as soon as reasonably practicable, of any circumstance that could lead to a liability. Nothing herein shall act as a waiver of claims by the Indemnified Parties should they fail to provide any notification and/or restriction against taking any steps in good faith to protect themselves against any liability or sanction that may inure upon them if not for having taken such steps.
 - 3) In no event, to the fullest extent permissible pursuant to applicable law, including but not limited to negligence, shall Escrowpay, its directors, officers, employees, representatives, agents, shareholders, affiliates or any other party involved in providing Services (collectively, the "Protected Entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Platform or the content, materials and functions related thereto, the Services, the provision of information via the Platform, lost business even if You had been advised of the possibility of such damages and/or for any damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from this Terms of Use or Your use of the Platform or the Services.
 - 4) You agree to indemnify and hold harmless Escrowpay, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from his/her/its access to or use of Platform, violation of this Terms of Use, or infringement by user of any intellectual property or other right of Escrowpay or any person or entity. Escrowpay will notify you promptly of any such claim, loss, liability, or demand, and in addition to your foregoing obligations, You agree to provide us with reasonable assistance, at Your expense, in defending any such claim, loss, liability, damage, or cost. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. This shall further include any third party claims made against Escrowpay in respect of any infringement of the Terms of Use or claims made on account of any negligence, default or breach by You arising out of or in respect of the performance of this Terms of Use.
 - 5) Further, under no circumstances, Escrowpay shall be liable for any defamatory, offensive or illegal conduct of any other Third Party including a user/client.

Intellectual Property Rights:

- 1) The Company has adopted the following policy towards copyright infringement.
- 2) If the Company believes in good faith any material on its Platform has been illegally copied or is posted, uploaded or made accessible through the Platform or Services and distributed by any advertisers, its affiliates, content providers, members or users; it shall send an infringement notice and remove and discontinue Services to such offenders.

- 3) If despite the infringement notice, the offender does not take the requisite steps, Escrowpay shall have the right to proceed against the offender by initiating appropriate legal proceedings on grounds of such infringement.
- 4) The Platform and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "Content") on the Platform is owned and controlled by Escrowpay and the design, structure, selection, coordination, expression, look & feel and arrangement of such Content is/ shall be considered as protected by copyright, patent and trademark laws, and various other intellectual property rights, existing and which may come into existence in future.
- 5) The trademarks, logos and service marks displayed on the Platform ("Marks") are the property of Escrowpay. You are not permitted to use the Marks without the prior consent of Escrowpay.
- 6) Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Escrowpay owns all intellectual property rights to and into the trademark "Escrowpay", and the Platform, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.
- 7) Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from Escrowpay or thirty party owner of such Content.

Mediation Procedure:

- 1) The purpose of implementing the mediation procedure is to avoid litigation and the costs allied thereto of the parties therefore by accepting these Terms of Use, you irrevocably agree to mandatorily participate in the mediation procedure of Escrowpay in an event any dispute arises with respect to a transaction on the Platform between You and buyer/ seller, as the case may be.
- 2) In an event you dispute a transaction on the Platform, the said dispute will automatically be referred to mediation under the Platform.
- 3) Once the transaction and the dispute thereof is referred to mediation, the other party shall be intimated of the said dispute.
- 4) In accordance with the terms of the mediation procedure, You and the other party shall be required to provide and upload certain information with respect to the dispute in the transaction on the basis of which settlement terms may be drawn by an independent mediator appointed by the Platform.
- 5) You agree to mandatorily abide and comply by the terms of the mediation procedure which shall include but not limit to the administrative and mediator fee to be payable on the Platform. Escrowpay shall be entitled to deduct appropriate fee (administrative and mediator fee) as per the stage of the mediation procedure, without any prior intimation to You.

Miscellaneous:

- 1) Escrowpay reserve the right to suspend or withdraw the whole or any part of the Services at any time without notice and without incurring any liability.
- 2) Governing law and Dispute Resolution – Subject to the mediation procedure, any disputes arising under this Terms of Use of the Platform or for availing Services shall be governed by the laws of India, with courts of Gurugram having exclusive jurisdiction. All disputes related to this Terms of Use of the Platform or for availing Services will be subject to by an independent sole arbitrator, to be mutually appointed by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder, as amended. The seat of arbitration shall be at Gurugram, and the language of the proceedings shall be English only.
- 3) Even after termination, the terms of this Terms of Use shall survive such termination of Your profile/account including without limitation, obligations mentioned under Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.
- 4) Violation - You may receive a warning to Your account for violations of these Terms of Use. A warning will be sent to the Your email address and will be displayed for such user on the Platform. Warnings do not limit account activity, but can lead to Your account getting disabled based on the severity of the violation.
- 5) Assignability - Escrowpay may allocate any of its duties/obligations to any other person without prior intimation to You, at its sole discretion. However, You shall not allocate, sub-license or otherwise transmit any of your rights under this policy to the third party, unless a written permission is taken from Escrowpay.
- 6) Severability - If any provision of these Terms of Use is found to be unlawful, the invalidity of that provision will not impact the authority of the remaining provisions of the Terms of Use, which shall remain in full force and outcome.
- 7) Waiver - Failure by Escrowpay to work on any right or remedy under these Terms of Use does not comprise a waiver of that right or remedy.
- 8) Force Majeure – Escrowpay shall be relieved of all of its obligations and responsibilities under this Terms of Use if the performance of the obligations of Escrowpay is wholly or partially prevented and/or delayed by act of god and any other cause or causes beyond the control of Escrowpay such as fires, floods, strikes, lockouts, lockdown, curfews, riots or civil commotion, epidemics, pandemics, COVID-19 restrictions, conflict, war, change in the legal/regulatory regime and acts of government, technical failure, etc. During the continuance of force majeure the obligations and responsibilities of Escrowpay shall be relieved and ceased to the extent made necessary by and during continuation of force majeure.
- 9) Grievance Redressal: Escrowpay shall attempt to deal with Your grievances or complaints to the extent possible. Towards this Escrowpay is dedicated to outline a Grievance Redressal Cell, which can be reached on the phone number as provided in the Platform or may mail to care@escrowpayindia.com.