

TERMS AND CONDITIONS

These terms and conditions ("**Terms**") govern the Services (*as defined below*) rendered to You by Swadesh Digital Private Limited ("**Swadesh**"). By accessing this website and/or the Swadesh mobile application ("**Platforms**") You signify that You have read, understood, and agree to be bound by these Terms. Your continued use of the Platforms shall be construed as Your acceptance to the Terms, as revised from time to time. If You do not agree with these Terms, please do not access, and/or use the Platforms.

For the purposes of these Terms, "**We**", "**Our**", "**Us**" and "**Company**" shall mean Swadesh, and "**You**", "**Your**" and "**User**" shall mean any natural or legal person who has agreed to avail the Services as a registered user.

1. SCOPE OF SERVICES

Swadesh is engaged in the business of facilitating and enabling non-resident Indians to open FDIC insured bank accounts with partner banks in the United States of America and rendering corresponding banking services of issuing credit/debit cards and facilitating forex transactions ("**Services**").

2. ELIGIBILITY

2.1. By agreeing to these Terms, You hereby represent, warrant and covenant that:

- (i) You have the legal capacity and authority to enter into this contract in compliance with these Terms; and all applicable local, state, national, and international laws, rules and regulations and such other documents, if required executed between You and Swadesh.
- (i) You have not been previously suspended from using this website.

3. REGISTRATION

- 3.1. To avail the Services, You shall be required to create an account ("**Account**") by registering on the Swadesh mobile application ("**Swadesh App**"), which can be downloaded from this website, Google Play Store or the Apple App Store. During the registration process, You will be required to provide accurate and complete information, including a valid email address and a self-created password ("**User Information**").
- 3.2. Upon the completion of the registration process, Your Account creation process shall be completed and You will be able to access the Services and the functionalities of the Swadesh App, that Swadesh may update from time to time, at its sole discretion.
- 3.3. You are solely responsible for the activities carried out under Your Account and for maintaining the confidentiality of Your password. You agree to notify us immediately if You suspect or become aware of any unauthorized use of Your account, or breach of Your account information or password. You also acknowledge that Your account and User Information is personal to You and agree not to allow any unauthorized person to access the Service or any portion of it using Your User Information. Swadesh

shall not be liable for any loss that You may incur because of someone else using Your User Information and Account, either with or without Your knowledge.

4. PROHIBITED USE

You agree not to engage in unacceptable use of the Service, which includes, without limitation, use of the Service to: (a) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (b) disseminate, store or transmit files, graphics or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person or entity; (c) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any content; (d) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Platforms; (e) disseminate, store or transmit viruses, trojan horses or any other malicious code or program; (f) engage in any other activity deemed by Swadesh to be in conflict with the spirit or intent of these Terms; or (f) violates any applicable law.

5. REPRESENTATIONS AND WARRANTIES

By consenting to this Terms and availing the Services, You hereby represent and warrant that:

- (i) You have the legal capacity and authority to consent avail the Services and consent to these Terms;
- (ii) The information furnished by You to Swadesh for creation of the Account and for availing the Services does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening or otherwise harassing or hateful content, or (d) contain computer viruses, worms or other harmful files;
- (iii) You shall not access or use the Services or Platforms to engage in any illegal, fraudulent, or other illicit activity; and
- (iv) Upon request by Swadesh, You shall promptly furnish Swadesh with any documentation or other form of substantiation necessary to verify Your compliance with these Terms.

6. PROPRIETARY RIGHTS

- 6.1. All of the content on this website and the Swadesh App, including, without limitation, all of the images, illustrations, graphics, audio clips, video clips or text, reports generated, patents, copyrights, trademarks, service marks, trade names, written posts, comments, software and scripts and all the intellectual property related thereto ("**Company Property**") is the sole and exclusive property of Swadesh.
- 6.2. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license or assignment for any such intellectual property, and You agree not to sell, license, rent, modify,

distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Property. Use of the Company Property for any purpose not expressly permitted by these Terms is strictly prohibited.

- 6.3. Notwithstanding the foregoing, Swadesh hereby grants You a non-exclusive, non-transferable, revocable license to use the Swadesh App for Your personal use only. You shall not (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Swadesh App to any third party for any reason whatsoever; (iii) make any copies of the Swadesh App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Swadesh App, features that prevent or restrict use or copying of any content accessible through the Swadesh App, or features that enforce limitations on use of the Swadesh App; or (v) delete the copyright and other proprietary rights notices on the Swadesh App.

7. THIRD PARTY LINKS AND SERVICES

- 7.1. A portion of the Services rendered by Swadesh to You may be sub-contracted to third party service providers. Such third parties include partner banks in the USA, where Your bank accounts shall be created and entities to process and execute the forex transactions. Swadesh shall not be liable for the acts and omissions of any third-party service providers. Swadesh disclaims any and all liability, including any express or implied warranties, whether oral or written, for such third-party services. You acknowledge that no representation has been made by Us as to the fitness of the third-party services for Your intended purpose.
- 7.2. In addition to the foregoing, the Service may contain links to third-party materials that are not owned or controlled by Swadesh. Swadesh does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If You access a third-party website or service from the Service or share Your information on or through any third-party website or service, You do so at Your own risk, and You understand that these Terms and Swadesh's [Privacy Policy](#) do not apply to Your use of such sites. You expressly relieve Swadesh from any and all liability arising from Your use of any third-party website, service, or content, including without limitation Your information submitted by other Users

8. DISCLAIMER

- 8.1. THE SERVICES BEING OFFERED BY SWADESH ARE ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. SWADESH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SWADESH DISCLAIMS ANY KNOWLEDGE OF, AND DOES NOT GUARANTEE: (A) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA OR CONTENT PROVIDED THROUGH THE SERVICES; (B) THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS; (C) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; OR (D) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER

HARMFUL CODE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY THE SWADESH, ITS EMPLOYEES, LICENSORS OR AGENTS WILL CREATE A WARRANTY; NOR MAY THE SERVICE RECIPIENT RELY ON ANY SUCH INFORMATION OR ADVICE.

- 8.2. SWADESH DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND SWADESH WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

9. LIMITATION OF LIABILITY

- 9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SWADESH, ITS AGENTS, DIRECTORS, EMPLOYEES, LICENSORS BE LIABLE FOR ANY KIND OF INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES. IN NO EVENT SHALL SWADESH'S CUMULATIVE LIABILITY, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED A SUM OF INR 1,000 (INDIAN RUPEES ONE THOUSAND).
- 9.2. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY, OR ANY OTHER BASIS, EVEN IF SWADESH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNITY

You agree to defend, indemnify and hold harmless Swadesh, its agents, licensors, employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your violation of these Terms; (ii) Your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iii) Your violation of any applicable law, rule or regulation; (iv) Your negligent or willful misconduct; or (v) Your access to and usage of third party services in connection with the Services under these Terms.

11. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed according to the laws of India. The courts in Bangalore shall have exclusive jurisdiction over all matter relating to or arising out of these Terms.

12. GENERAL PROVISIONS

- 12.1. **Consent to be contacted:** You consent to be contacted by Swadesh and/or its representatives for any and all purposes, including but not limited to telemarketing communications, at any telephone number, or physical or electronic address You provide or at which you may be reached. You may revoke Your consent to the foregoing by contacting Us at [●].

- 12.2. **Assignment:** These Terms, and any rights and licenses granted hereunder may be assigned by Swadesh without restriction, but shall not be transferred or assigned in any manner by You. Any attempted transfer or assignment in violation hereof shall be null and void.
- 12.3. **Termination:** Swadesh may, without prior notice, change the Service; stop providing the Service or features of the Service, to You or to Users generally; or create usage limits for the Service. Swadesh may permanently or temporarily terminate or suspend (as set out in Clause 11.4) Your access to the Service without notice and liability for any reason, including if in Swadesh's sole determination You violate any provision of these Terms, or for no reason.
- 12.4. **Suspension:** Notwithstanding anything to the contrary in these Terms and without limiting any other right Swadesh may have under these Terms, Swadesh may temporarily suspend Your access to any portion or all of the Service if Swadesh reasonably determines that (a) there is a threat or attack on any aspect of the Service or any server, system, IP address or network associated with a Service; (b) You have violated these Terms; (c) Your use of the Service disrupts or poses a security risk to Swadesh, the Service or to any other User or associate/partner of Swadesh; (d) You are using the Service for fraudulent or illegal activities; or (e) Swadesh's provision of the Service to You is prohibited by applicable law; (f) any associate/partner of Swadesh has suspended or terminated Swadesh's access to, or use of any third-party services or products required to enable You to access the Service; (g) any other reason in the sole discretion of Swadesh. Swadesh shall not provide written notice of any Service suspension to the User, unless required by law.
- 12.5. **Force Majeure.** In no event will Swadesh be liable to the User, or be deemed to have breached these Terms, for any failure or delay in performing its obligations under these Terms, if and to the extent such failure or delay is caused by any circumstances beyond Swadesh's reasonable control, including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 12.6. **Entire Agreement:** These Terms, together with any amendments and any additional agreements You may enter into with Swadesh in connection with the Service, shall constitute the entire agreement between You and Swadesh concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 12.7. **No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Swadesh's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- 12.8. **Survival:** Any provision that is reasonably necessary to accomplish or enforce the purpose of these Terms shall survive and remain in effect in accordance with its terms upon the termination of these Terms.
- 12.9. **Contact.** If You have any questions or queries regarding these Terms or the Services, please contact Us at [●].

