

SERVICES AGREEMENT
&
TERMS OF USE OF APNATICKETS PLATFORM

THIS SERVICES AGREEMENT & These terms (the "Agreement") is executed on this [] day of [] month, 2024:

BETWEEN

(hereinafter referred to as "Customer" which expression shall unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns) of the first part;

AND

Vishwalaya Creations Private Limited, a company incorporated under the laws of India and having its registered office situated at Address: 2-1-347/29, Road 5, Green Field Colony, Nagole, Hyderabad 500068 (hereinafter referred to as the "Service Provider" which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns) of the second part;

Customer and the Service Provider shall hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

This Agreement also governs the usage of the platform <https://ApnaTickets.com/> ("**Platform**"), which is owned by Vishwalaya Creations Private Limited ("**ApnaTickets**") by you ("**Customer**"). By using the services on the Platform ("**Services**") or signing this Agreement, Customer is agreeing to be bound by this Agreement between ApnaTickets and the Customer.

1. PLATFORM-AS-A-SERVICE: This Agreement provides Customer the access to and usage of an Internet based software platform, which would be chargeable per payment transaction and a fixed yearly fee for the services used by the Customer.

2. USE OF SERVICE:

a. Customer Owned Data: All data and logos uploaded by Customer remains the property of Customer. Customer grants ApnaTickets the right to use, publicly display and distribute the Customer Data for purposes of performing under this Agreement.

b. Contractor / Sub-User Access and Usage: Customer may allow its contractors to access the Service in compliance with the terms of this Agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this Agreement by its contractors and sub-users.

3. CUSTOMER RESPONSIBILITIES:

a. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify ApnaTickets promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's Knowledge Base and applicable law.

b. The Customer will not use deceptive, illegal, misleading or unethical practice using the Platform or linked services with regards to the products, services and events.

c. The Customer assures and guarantees to ApnaTickets that they are acting in compliance with and shall at all-time act in compliance with all laws, rules and regulations, notification, and guidelines set by the local regulatory bodies and Central Bank of the country of domicile.

d. The Customer further confirms, undertakes and assures that in the event of violation of any of the laws and standards of the country of domicile or operations, any penalty or charge imposed by the regulators on ApnaTickets due to the act of the Customer, the Customer shall upon receipt of the claim from ApnaTickets forthwith without any demur, protest, dispute or delay, to pay to ApnaTickets the amount of the penalty / fine imposed by the regulators on ApnaTickets. Further, the Customer in his own capacity shall address and close the issue with the authorities concerned.

4. SERVICE PROVIDER RESPONSIBILITIES: ApnaTickets makes commercially reasonable efforts to offer best possible services, experience to its customers, but no system is 100%

reliable. The availability of the services may be impacted by external or internal events in such cases, ApnaTickets tries to restore its services at the earliest possible. As a standard guideline, ApnaTickets guidelines for service levels are as below.

a) Blocking production incidents: Earliest possible – Expected SLA is about 24 hours.

b) Transactional incidents: Earliest possible – Expected SLA is about 24 hours.

c) Transactional settlements: T+2 Working Days.

d) Refunds & Cashbacks: As per banking partner agreement – Up to 90 days.

5. TECHNICAL SUPPORT: ApnaTickets provides customer support for the Service in accordance with the terms of ApnaTickets Customer Support Policy (Support), which are incorporated into this Agreement for all purposes.

6. API: ApnaTickets does not provide any API access.

7. PUBLICITY: Each Customer is permitted to state publicly that such Customer is a Customer of ApnaTickets and is using the Services. Each Customer agrees that ApnaTickets may include such Customer's name and trademarks in a list of ApnaTickets customers, online or in promotional materials. Each Customer also agrees that ApnaTickets may verbally reference such Customer as a Customer of the service. Each Customer may opt out of the provisions in this section by contacting ApnaTickets Support.

8. DISCLAIMER: ApnaTickets disclaims all warranties, including, without limitation, the implied warranties of merchantability, title and fitness for a particular purpose. While ApnaTickets takes reasonable physical, technical and administrative measures to secure the service, ApnaTickets does not guarantee that the Services cannot be compromised. Customers understand that the Services may not be error free, and use may be interrupted.

9. PAYMENT:

Both the parties agreed for the below payment structure. To be paid by the Customer / Client to the Service provider "One Time Setup Fee, Yearly Fee, Transactional Fee, Convenience Fee, Refunds / Cashback / Disputed Transaction Fee, Commission" together called "Fees".

1. One Time Setup Fee: NIL

2. Yearly Fee: Rs 1,200 + Taxes; Payable Yearly from 2nd year onwards. Subjected to revision and acceptance every year.

3. Commission: Customer pays ApnaTickets a sales commission on each ticket sold through its platform as per below slabs.

Ticket Amount in INR	Commission per ticket in INR
0 - 150	2
151 - 300	5
301 - 600	10
601 - 1,200	20
1,200 - 3,000	50
Above 3,000	100

Taxes extra.

4. Transactional Fee also called as Payment Service Fee: For every transaction conducted by the Customer's end-user, through Service Provider's Platform. The end-user shall pay the Platform Service Fee.

[Subjected to change* as per revisions from our Banking Partners, Service Provider shall notify Client/Customer on such change.]

Platform Gateway (Default):

It is agreed that Transactional Fee / Payment Service Fee is borne by the Customer's end-user, reserving tickets.

Customers Payment Gateway:

Transactional Fee / Payment Service Fee is not applicable from Platform's perspective. But a Convenience Fee will be charged, which would be paid by the Customer.

- a. Rs 1 + GST (Ex: Rs 1.18 as per today's tax rates) towards convenience.
 - b. Rs 4800 + GST, yearly towards integration & maintenance.
5. Refunds, Cashbacks, Disputed Transactions: As per actuals raised by the banking partner agreement. Time period on such requests is 1 - 90 days, as per banking norms.

Customers must pay One Time Setup Fee, Yearly Fee as specified on the Platform, pricing terms, or on the order, but if not specified, then within 30 days of receipt of an invoice.

Payment Methods and Gateway: ApnaTickets reserves the right to include/remove/update any of the Payment Methods / Gateways at its sole discretion. The payment methods may include Credit Card, Debit Cards, Wallets, UPI, Net Banking, NEFT, RTGS through direct Bank API's within ApnaTickets or via a partner payment

gateway integrated with ApnaTickets or Direct Bank Transfer to Vishwalaya Creations Private Limited.

10. MUTUAL CONFIDENTIALITY:

1. Definition of Confidential Information: Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). ApnaTickets's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).
2. Protection of Confidential Information: The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosure for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Disclosure to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
3. Exclusions: Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosure, (ii) was known to the Recipient prior to its disclosure by the Disclosure without breach of any obligation owed to the Disclosure, (iii) is received from a third party without breach of any obligation owed to Disclosure, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Disclosure with advance notice to seek a protective order.
4. The confidentiality obligations under this Agreement shall survive for a period of 2 years from the use of Services by the Customer.

II. PROPRIETARY PROPERTY:

1. Reservation of Rights: The software, workflow processes, user interface, designs, know-how, and other technologies provided by ApnaTickets as part of the Service are the proprietary property of ApnaTickets and its licensors, and all right, title and interest in and to such items, including all associated

intellectual property rights, remain only with ApnaTickets. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. ApnaTickets reserves all rights unless expressly granted in this Agreement.

2. Restrictions: Customer may not (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
3. Aggregate Data: The Customer hereby gives their express consent to ApnaTickets to use their personal data, including their name, phone number, PAN number and all other personal information shared with ApnaTickets, for the purpose of providing the Services under this Agreement and any other support services pursuant to the Services. ApnaTickets shall have a right to share the Customer's personal information for any other legally permissible purpose. During and after the term of this Agreement, ApnaTickets may use non-personally identifiable Customer Data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes. Customer hereby represents that the personal information provided by it to ApnaTickets is complete and accurate. The Customer shall be responsible for updating their personal information shared with ApnaTickets, as and when required.

12. TERM AND TERMINATION:

1. Term:
 - a. Platform Term: 1 year from the date of this Agreement. The Term can be extended over email agreements.
 - b. Transactional Term: This Agreement continues until all orders have terminated + 90 Days to facilitate Refunds, Chargebacks & Disputes if any.
2. Mutual Termination for Material Breach: If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

3. Suspension for Non-Payment: ApnaTickets may temporarily suspend or terminate, or both, the Service if Customer's payment on any invoice is more than 15 days past due including Refunds, Chargebacks.
4. Maintenance of Customer Data: Within 90-days after termination, Customer Data will be available.
5. After such a 90-day period, ApnaTickets has no obligation to maintain the Customer Data and may destroy it.
6. Pay ApnaTickets for any unpaid amounts, and destroy or return all property of ApnaTickets. Upon ApnaTickets's request, Customer will confirm in writing its compliance with this destruction or return requirement.
7. Suspension for Violations of Law: ApnaTickets may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law or has committed a fraud.

13. LIABILITY LIMIT:

1. EXCLUSION OF INDIRECT DAMAGES: ApnaTickets is not liable for any indirect, special, incidental or consequential damages arising out of or related to this Agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits), even if it knows of the possibility of such damage or loss.
2. TOTAL LIMIT ON LIABILITY: ApnaTickets's total liability arising out of or related to this Agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer during the preceding 6-month period prior to the event that gave rise to the liability.

14. CHARGEBACK AND REFUND

- The Customer agrees that payment made in respect of any Customer Order / Reservation by their End-user, in respect of which the Customer or Issuing Bank raises a claim, demand, dispute or chargeback on ApnaTickets, bank or the payment gateway for any reason whatsoever or in case of refund initiated by the Customer shall be the financial responsibility of the Customer. The Chargeback or Refund shall be processed as per the set processes of the bank or payment gateway and ApnaTickets. Once the Chargeback is received and the Customer is ordered to make payment of the Chargeback amount or in case of Refund once the Refund requested is initiated by the Customer, the Customer shall make the payment of the Chargeback/ Refund amount as the case may be without any demur or protest, dispute or delay. The Customer agrees that such refunds shall be initiated within 90 days from the date of transaction. The Customer shall make payment of Chargeback amount within 48 hours from the time of

receiving the request for making payment of Chargeback and or in case of Refund immediately at time of initiating the refund. The Customer hereby agrees that all Refunds and Chargebacks shall be the sole responsibility of the Customer and ApnaTickets shall not be liable for any claims or disputes which may arise in connection with such Refunds or Chargebacks to the Customer or his counterparties. The Customer agrees to indemnify ApnaTickets in respect of any claims, disputes, penalties, cost and expenses arising directly or indirectly in relation to any transaction or Refunds or Chargebacks for all transactions initiated and instructed through the Customer's site.

- If ApnaTickets, bank and/or the payment gateway determine that the Customer and/or its business associates registered with ApnaTickets are incurring an excessive amount of Chargebacks or Refunds, ApnaTickets may establish controls or conditions governing the Transactions contemplated under this Agreement, including without limitation, by:
 - i. establishing new processing fees,
 - ii. by requesting a reserve in an amount reasonably determined by ApnaTickets to cover anticipated Chargebacks and Refunds
 - iii. by asking the Customer to first make payment of the Chargeback amount / Refund amount and then only process the chargeback and refund request.
 - iv. by delaying or suspending pay-outs to Customer,
 - v. by blocking the refund or refusing to process,
 - vi. by adjusting the Chargeback and Refund amount from the end user charge payable to Customer,
 - vii. imposing penalty amount if any charged by the bank or payment gateway,
 - viii. charge interest over the Chargeback and Refund amount, and/or
 - ix. terminating or suspending ApnaTickets Services.

15. Cancellations & Refunds:

- a) End-user reserves the right to cancel their reservations in case of any change of date/time/place of the event by the Customer. Customer Agrees that the entire ticket amount in-full should be refunded to the end-user and will be deducted by ApnaTickets from the event settlements.
- b) In case of total event cancellations by the Customer, All the tickets reserved shall be treated as canceled and the end-users shall be refunded accordingly.

16. INDEMNITY: If any third-party brings a claim against ApnaTickets, or requires ApnaTickets to respond to a legal process, related to Customer's order, acts, omissions, data or information within the Software, Customer must defend, indemnify and hold ApnaTickets harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim or request. The Customer shall indemnify ApnaTickets, its respective officers, directors, employees and agents against any charge back or fraudulent transactions due to Customer's dealings with his counterparties.

17. GOVERNING LAW AND FORUM: This Agreement is governed by the Indian laws (without regard to conflicts of law principles). For any dispute between the parties or relating in any way to the subject matter of this Agreement, legal proceedings must be exclusively brought in the legal jurisdiction of Hyderabad, Telangana, India.

18. OTHER TERMS:

1. Entire Agreement and Changes: This Agreement and the order constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise or inducement not included in this Agreement is binding. No modification of this Agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

2. No Assignment: Neither party may assign or transfer this Agreement or an order to a third party, except that this Agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party. Independent Contractors: The parties are independent contractors with respect to each other.

3. Enforceability and Force Majeure: If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events. Money Damages Insufficient: Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

4. Customer and counterparties: ApnaTickets shall not be a party to any between the Customer and his counterparties. In the event of any dispute between the Customer and his counterparties whether in relation to any

deficient, improper or incomplete Product or Service provided by the Customer or otherwise, ApnaTickets shall not be made a party to any litigation, arbitration or other proceeding instituted in respect of such disputes.

5. Consent: By virtue of signing this Agreement, the Customer gives an express consent to receive updates from ApnaTickets on information related to products and services and transactional alerts. The updates and alerts could be in the form of text messages, Emails and/or WhatsApp notifications. The Customer also expressly agrees for ApnaTickets staff / counterparties to contact them via any medium / channel to market and / or update about ApnaTickets product and services.

6. Feedback: By submitting ideas, suggestions or feedback to ApnaTickets regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants ApnaTickets an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

19. UPDATES: ApnaTickets reserves the right to modify this Agreement at any time. In the event of any material changes to this Agreement or policy, ApnaTickets shall notify the Customer via an email to the authorized contact details as shared by the Customer.

20. CONTACT: For any support for the Services, the Customer may write to ApnaTickets at: Email us at apnatickets@vishwalaya.net

On behalf of

Vishwalaya Creations Private Limited

Name: Vishwanath Palavajala
Founder, CEO

[Sign, Date & Seal]

On behalf of

Name: -----

[Sign, Date & Seal]

Instructions to Customers:

1. Please sign at the bottom right on all the pages.
2. Must include an self-attested copy of the following documents:
 - a. Business Registration - If applicable.
 - b. Business PAN - If applicable.
 - c. Authorized Person's / Owners PAN.
 - d. Authorized Person's / Owners Address Proof.
 - e. Bank Account Proof - Canceled Cheque.
3. Email the scanned copy to ApnaTicketsKYC@vishwalaya.net
4. ApnaTickets shall share a final signed copy of the agreement within 5 working days after receiving the signed agreement from the customer.