



RPFAS
TECHNOLOGIES

TERMS OF USE OF SERVICES

These Terms of Use and any terms expressly incorporated herein ("Terms") applies to any person (natural person or otherwise) (User/ You") accessing or using any services made available by RPFAS Technologies Private limited Inc. ("RPFAS Technologies Private limited Inc./We/Our/We") on this website ("Site"), and to any other related services provided by Us (collectively, the "Services"). By accessing or using or attempting to access or use any ("Services") in any manner whatsoever, You agree to be bound by these Terms. You may also be subject to such additional terms and conditions while using certain features of the Services, as may be applicable to such features.

The Privacy Policy and any other policies communicated by Us shall be applicable to Your use of the Services and shall be deemed incorporated herein by reference.

The Services We offer include providing software services to assist and facilitate customers and clients in IT services and products

MODIFICATION OF TERMS

We may, at Our sole discretion, change, modify, add, or remove portions of these Terms and the Services from time to time without any prior written notice to You. We may do this for a variety of reasons including to reflect changes and requirements under the law, new features, or changes in business practices. It is Your responsibility to review these Terms periodically for updates/changes. Your continued use of the Services following the posting of changes will be deemed as Your acceptance of the revisions and that You agree to such amended Terms.

LICENSE TO USE OUR SITE

You may, subject to these Terms:

- View accessible pages from Our Site in a web browser;
- Download accessible pages from Our Site for caching in a web browser; and
- Print accessible pages from Our Site.

- You shall not, unless You own or control the relevant rights in the material:
- Republish or redistribute material from Our Site (including republication on another website);
- Sell, rent or sub-license material from Our Site;
- Show any material from Our Site in public; and
- Send viruses, junk email, spam, chain letters, unsolicited offers or ads of any kind, and for any purpose;
- Investigate, scan or test the Site or any other related system or network or violate any security or authentication;
- Use any automated systems of software to withdraw data from the Website;

POTENTIAL ISSUES WITH THE SITE

You hereby acknowledge and agree that We shall not be liable for any direct or indirect damage You suffer as a result of the use of the Site or the Services provided thereon including and not limited to:

The proper functioning of hyperlinks provided by the Site;

Any situation where Users mobile device, login details and/or password is stolen and any third party subsequently makes use of the Site or the Services without User's consent;

Any damage or alteration to User's equipment including but not limited to computer equipment or a handheld device as a result of the installation or use of the Site or the Services; and

A failure to meet any of Our obligations under these Terms where such failure is due to events beyond Our reasonable control.

ACCOUNT

User Account: In order to use any of the Services, You must create and maintain an account through the Services ("User Account"). To create or maintain Your User Account, or enable functions on Your User Account, You will be required to provide Us with certain information and documentation, including, as applicable, the information and documentation associated with identity verification and other screening procedures described in Section 5.3, below. You will: (a) create a unique password; (b) provide complete and accurate information; (c) promptly update

any information You have provided so that the information is complete and accurate at all times; (d) maintain the security of Your User Account by protecting Your password from unauthorized access or use; (e) promptly notify Us if You discover or suspect any unauthorized access or use of Your User Account or any security breaches related to Your User Account; and (f) be responsible for all activities that occur under Your User Account, and accept all risks of any authorized or unauthorized access to Your User Account.

Enhanced Security: We may offer optional enhanced security features for Your User Account (including, for example, two-factor authentication). We encourage, but may not require, You to use any such enhanced security features. Whether You enable the enhanced security features or not, it is Your responsibility to ensure the security of, and Your continuous control over, any device or account that may be associated with the enhanced security features.

Identity Verification: We may, in Our discretion, require identity verification and other screening procedures with respect to You or the transactions associated with Your User Account. These verification and screening procedures may include, without limitation, checking the information You provide to any governmental authority. You may be required to provide Us with certain personal information, including, but not limited to, Your name, address, telephone number, email address, date of birth, passport number, photograph of Your government-issued ID and any other information as may be required. You hereby authorize Us, directly or through a third party, to make any inquiries We consider necessary to verify Your identity and/or protect against fraud, including but not limited to: (a) query identity information contained in public reports (e.g., Your name, address, past addresses, or date of birth); (b) query account information associated with Your linked bank account (e.g., name or account balance); and (c) take action We reasonably deem necessary based on the results of such inquiries and reports.

Responsibility for Account Activities: You will be bound by, and hereby authorize Us to accept and rely on, any agreements, instructions, orders, authorizations and any other actions made, provided or taken by anyone who has accessed or use Your User Account regardless of whether the access is authorized or unauthorized. Upon receipt of written notice from You that the security of Your User Account has been compromised, We will take reasonable steps to protect Your User Account, including, for example, to cease to allow actions initiated using any compromised account passwords, in the event such actions are not already compromised account passwords, in the event such actions are not already completed. We shall, under no circumstance, shall be liable for any loss incurred by You by an unauthorized use of Your User Account.

SUBSCRIPTION PAYMENTS

While the creation of a User Account on the Site will provide access of certain basic features to You, You are required to pay a subscription fee to use all of the features included in Our Services, will is offered for a fixed amount payable on a monthly basis ("Monthly Subscription Fee").

You will be granted access to all of the features included in Our Services immediately after the Monthly Subscription Amount has been paid for the first month. The possible methods of payment are displayed on the Site and include for example, credit cards (example, Visa or MasterCard), PayPal, online banking, etc.

The price of the subscription will be invoiced automatically at the beginning of every month, and will continue for a month-to-month period, unless You cancel Your subscription before the end of the term already paid for, in which case, the subscription will remain active for the period for which You have already paid the Monthly Subscription Amount.

You agree to pay Us the Monthly Subscription Fee in accordance with this Section 6, and must contact Us immediately in the event of any dispute and provide the complete details of Your claim. You shall make full payment of the Monthly Subscription Fees regardless of any loss You may incur due to the Order(s) made by You. We may suspend or terminate Your User Account and freeze any pending Orders with immediate effect if You fail to pay the Monthly Subscription Fee at any time.

Interaction amongst Users

We provide You and other users of the Services with the option to interact with each other through messages on the Site.

We endeavor to ensure safe and enjoyable interactions between all users of the Services. However, We do not bear any liability or responsibility for any user interactions. We are not responsible if You intentionally, or otherwise, disclose Your personal information to other users in the free text areas of the Site, email correspondence, or in any publicly accessible forum. You agree to use caution in all interactions with other users, in any manner and through any medium.

Unacceptable Use or Conduct

You will not–

violate any law, regulation, contract, intellectual property or other third-party right, or commit a tort while using the Services;

use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services in any manner;

use the Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;

use any robot, spider, crawler, scraper, or other automated means or interface not provided by Us to access the Services or to extract data;

use or attempt to use another user's account without authorization;

attempt to circumvent any content filtering techniques We employ, or attempt to access any Service or area of the Services that You are not authorized to access;

introduce to the Services any malware, virus, trojan worms, logic bombs, or other harmful material;

develop any third-party applications that interact with our Services without our prior written consent, or unless otherwise agreed;

provide false, inaccurate, or misleading information;

post content or communications that are, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;

post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick the user of the Service;

post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; or

encourage or induce any third party to engage in any of the activities prohibited under this Section.

PRIVACY POLICY

Please refer to Our privacy policy for information about how We collect, use, and share Your information. Our Privacy Policy is available [here](#).

WARRANTIES AND REPRESENTATIONS

You represent, warrant and acknowledge that:

You are authorised to access and use the Site; in particular, t

he jurisdiction where You reside, hold citizenship, or conduct business in such jurisdictions as mentioned under these Terms that allows You to utilize the Services;

If You are using the Site on behalf of or for the benefit of any organisation then it is assumed that You have the right to do so. The organisation and You will be jointly and severally liable for Your actions including any breach of these Terms;

Your use of the Services is at Your own risk. You agree that We shall not be liable for any damage or harm arising out of Your use of the Services;

if a corporation or other legal person, that the physical person accepting these Terms of Use has all the requisite corporate permissions and authorities required to open an Account and enter into these Terms of Use on that entity's behalf and that the opening of the Account is not in breach of any licence or other regulatory or legal prohibition which will negate such application;

The information provided on the Site is for general information purposes only and is given in good faith. However, the information is selective, and We may not verify all information, which may not be complete or accurate for Your purposes and should not be relied upon without further enquiry. The information should not be construed as a recommendation to trade or engage the Services provided by Us in a particular manner; and

We do not warrant that the use of the Services will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Services, including public computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not in any way responsible or liable for any such interference that prevents Your access or use of the Service.

We provide no warranty about the Services. Without limiting the foregoing, We do not warrant that the Services will meet Your requirements or that it will be suitable for Your purposes. To avoid any doubt, all implied conditions or warranties are excluded insofar as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title and non-infringement.

You warrant and represent that You are acquiring the right to access and use the Site and agreeing to these Terms for the purposes of a trade and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply and use of the Site or these Terms.

SERVICE PERFORMANCE

We deny all liability for the timely operation of the Services, where You or a third party is providing the computer equipment upon which the Service is depend upon for any part of its functionality.

By using the Service, You confirm Your understanding that the timely operation of the internet and the World Wide Web is governed by constraints beyond Our the control. You accept that We are not liable for any perceived slow operation of, or any server or technical issues in relation to, the Services.

We do not warrant that the Service will meet Your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from Your use of the Service.

COMPLIANCE WITH APPLICABLE LAW

The Site is based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Site, or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

ANTI MONEY LAUNDERING

You acknowledge that due to anti-money laundering regulations within Your jurisdiction, including not limited to anti-money laundering regulations under applicable laws in the United States of America, including but not limited to the Bank Secrecy Act 1970, Money Laundering Control Act, 1986, Money Laundering and Financial Crimes Strategy Act, 1998 and the USA PATRIOT Act 2001.

CHANGES; SUSPENSION; TERMINATION

Suspension or Termination of Services and Account: We may, at Our sole discretion and without liability to You, with or without prior notice and at any time, temporarily suspend or permanently terminate Your access to all or a portion of any Services, suspend Your User Account; and/or edit Your account details.

Termination by User: You may also at Your sole discretion terminate Your Account by sending us a written request stating Your intentions to do so. Upon the receipt of Your request, We will provide You with a written notice of 30 (Thirty) days ("Notice Period") to permanently terminate Your Account.

Effect of Termination: In the event of discontinuation of all Services or other termination of Your right to access all Services: (a) all amounts payable by You to Us or against any matched Order will immediately become due; (b) We may delete or deactivate Your User Account and all related information and files in such account without liability to You, and return the API Keys to You, as applicable; and (c) We may cancel any existing positions and open orders at the time of discontinuation or termination.

Survival: The terms of Sections 3.2, 5.4, 8, 10.4, 10.8, 11, 14 through 21 will survive any termination of Your access to the Services.

PROPRIETARY RIGHTS

Ownership of Services: The Services and all technology, content and other materials used, displayed or provided in connection with the Services including the Site ("RPFAS Technologies Private limited Materials") together with all intellectual property rights in any of the foregoing are, as between You and Us, owned by Us or Our licensors. The RPFAS Technologies Private limited Material are protected by copyrights, patent, trademark and other applicable laws.

Limitations: You may use the RPFAS Technologies Private limited Materials solely as authorized by Us in connection with Your use of the Services for as long We permit You to continue to access the Services. Without limiting the foregoing: You will not (a) resell, lease, lend, share, distribute or otherwise permit any third party to use the Site, Services or Our materials or use the Site, Services or RPFAS Technologies Private limited Materials in any service bureau environment; (b) modify or create derivative works of the Site, Services or Our materials, or any portion thereof; (c) frame, display or incorporate the Site, Services or RPFAS Technologies Private limited Materials in any website or any other work of authorship; (d) decompile, disassemble, reverse engineer or attempt to discover the source code of the Site, Services or RPFAS Technologies Private limited Materials; (e) use the Site, Services or RPFAS Technologies Private limited Materials to design, develop or create any competing product or service; or (f) otherwise use the Site, Services or RPFAS Technologies Private limited Materials for any commercial or non-commercial purpose other than their intended purposes determined at Our discretion. "RPFAS Technologies Private limited", any product or service names, logos, and other marks used on the Site or RPFAS Technologies Private limited Materials, or otherwise in connection with the Services, are trademarks owned by Us or its licensors. You may not copy, imitate or use them without RPFAS Technologies Private limited's prior written consent.

THIRD-PARTY CONTENT

In using the Services, You may view content provided by third parties ("Third-Party Content"). We do not control, endorse, or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable. In addition, Your business dealings

or correspondence with such third parties are solely between You and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and You understand that Your use of Third-Party Content, and Your interactions with third parties, is at Your own risk.

DISCLAIMER OF WARRANTIES

To the maximum extent permitted under applicable law, the Site, the Services, the materials and any Service provided by or on behalf of Us are provided on an “as is” and “as available” basis and We expressly disclaim, and You waive, any and all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose. Without limiting the foregoing, does not represent or warrant that the Site, the Services or Our materials are accurate, complete, reliable, current, error-free, or free of viruses or other harmful components.

INDEMNIFICATION

You will defend, indemnify, and hold harmless RPFAS Technologies Private limited, its affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “Indemnified Parties”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out or relating to (a) Your use of, or conduct in connection with, the Services; (b) Your violation of these Terms; or (c) Your violation of any applicable law or the rights of any other person or entity. If You are obligated to indemnify any Indemnified Party, We, at Our discretion, will have the right to control any action or proceeding and to determine whether We wish to settle, and if so, on what terms.

LIMITATION OF LIABILITY

In no event will the liability of RPFAS Technologies Private limited, its affiliates and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers or contractors arising out of or in connection with Site, the Services, the RPFAS Technologies Private limited Materials, any performance or non-performance of the services, or any other product, service or other item provided by or on behalf of Us, whether under contract, statute, strict liability or other theory (including, for avoidance of doubt, any negligence by Us) exceed the amount of the fees paid by You to Us under this agreement in the 12 (Twelve)-month period immediately preceding the event giving rise to the claim for liability.

BREACH OF TERMS

Without prejudice to Our other rights under these Terms, if You breach any of the Terms in any way, or if We reasonably suspect that You may have breached the Terms in any way, We may:

Send one or more formal warnings to You, if the breach can be remedied or corrected by You;

Temporarily suspend Your access to Our Site and suspend Your User Account;

Permanently prohibit You from accessing Our Site and Our Services;

Block computers using Your IP address or contact any or all of Your internet service providers and request that they block Your access to Our Site; and/or

Commence legal action against You, whether for contractual breach or otherwise.

DISPUTE RESOLUTION

With the exception only of disputes related to the enforcement or validity of Our intellectual property rights, all disputes, controversies or claims arising out of or relating to these Terms or the Services, will be resolved through confidential binding arbitration held in Singapore, in accordance with the rules of the Singapore International Arbitration Center ("Rules").

You agree that any dispute arising out of or related to these Terms or the Services is personal to You and Us and that any dispute will be resolved solely through individual arbitration. The arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms or the Services, will be governed by and construed and enforced in accordance with the laws of Delaware and the United States of America, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. You agree that We may initiate a proceeding related to the enforcement or validity of Our intellectual property rights in any court having jurisdiction.

OTHER TERMS

Affiliates and Contractors: An "Affiliate" is, with respect to a legal entity, another legal entity that controls, is under common control with, or is controlled by the first legal entity. The Site and any Services may be operated or provided by Us, Our Affiliates or their respective contractors. To the extent that Our Affiliate, or contractor is operating or providing any Services, the Affiliate or contractor's provision of such Services will be under terms identical to these Terms substituting

the Affiliate or contractor's name wherever RPFAS Technologies Private limited's name occurs in these Terms.

Non-waiver: Our failure or delay in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.

Severability: The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

Force Majeure: We will have no responsibility or liability for any failure or delay in performance of any Services, or any loss or damage that You may incur, due to any circumstance or event beyond Our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

Assignment: You may not assign or transfer any right to use the Services or any of Your rights or obligations under these Terms without prior written consent from Us, including by operation of law or in connection with any change of control. We may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining Your consent or approval.

Entire Agreement; Order of Precedence: These Terms contain the entire agreement and supersede all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between these Terms and any other agreement You may have with Us, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

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