



## Terms of Service

### 1. Acceptance of Terms of Use, Conditions, Notices and Disclaimers:

Paybooks Technologies India Private Limited, formerly known as Payoda Computing India Private Limited ("Payoda", "Paybooks", "we", "us" and terms of similar meaning) owns and operates the site [www.paybooks.in](http://www.paybooks.in) and the microsites and subsites under it. By accessing the above websites and related pages, you are agreeing to accept and comply with the terms and conditions of use as stated below. If you do not agree with these Terms in their entirety, you may not use the Site. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on our website [www.paybooks.in](http://www.paybooks.in) and you should review this Agreement prior to using the Site. Your use of the site shall be deemed to be your agreement to abide by each of the terms set forth below, including any modifications that we may make.

### 2. Grant of Rights, Limited License, Permitted Uses

Paybooks offers the user a non-exclusive, non-transferable, revocable license to use the payroll processing Software as a Service on a non-commercial and personal use, unless otherwise specified, on a monthly basis.

### 3. Registration

Upon registration with us, you agree to

- a) provide accurate, current and complete information and maintain it updated at any point of time
- b) provide correct and complete credit information
- c) maintain the security of your password and domain names
- d) accept all risks of unauthorized access to your registration data, password and domain names
- e) accept responsibility for all activity on your Paybooks account, and for all charges incurred thereon
- e) pay for the usage of the service as per the agreed rates including the applicable taxes

### 4. Payment, renewal and other terms

- a) In order to access and use the Services, you are required to pay to Paybooks the Subscription Fees in accordance with your Order Form.
- b) We follow a pre-paid mode of payment. You will need to top up your account with adequate balance to run your payroll. The first time payment for subscription cases has to be minimum for one quarter.
- c) Your account will be charged at each month end based on the active headcount and plan selected. A complete transaction history can be viewed in My Account tab under Payroll Settings at any time.
- d) The calculation of headcount for billing purposes shall be on the number of active employees you have. An active employee means an employee whose salary gets processed in the normal course and doesn't include employees for whom all exit formalities have been completed in the system. An employee whose salary has been put on hold or marked for exit and employee marked as "exclude from payroll" is also considered as an active employee.
- e) We accept payments by debit cards, credit cards, net banking and e-wallets as supported by our payment gateway service provider. We normally do not entertain any manual payments unless it is against an invoice raised by Paybooks. In such cases, payment shall be made to Paybooks by way of cheque or demand Draft or Online transfer in favour of Paybooks technologies India Private Limited, 23, I Main, Ganganagar, Behind CBI, Bangalore 560 032. Bank account details – Current Account No. 00772000002469, IFSC Code: HDFC0000077, HDFC Bank Limited, G - 01, Discoverer, IT Park, Whitefield Road, Bangalore - 560 066.
- f) For all manual billing, Paybooks shall generate an electronic invoice each month end and the payment shall be made on or before the 18th day of the succeeding month. Failure to make timely payments may lead to blocking of access to the website and the service after a prior notice in writing sent to the client. All delayed payments attract an interest at 2% per month and part of the month shall be considered as full month for the purposes of interest calculations.
- g) A fee of Rs 2,500 plus applicable taxes shall be levied in all cases of access unblocking.
- h) If an account remains blocked for a period of 30 days or more, all the master, payroll, tax and other data stored on our servers shall be forthwith deleted with a 30 day prior notice and we shall not be responsible for any consequences arising out of such deletion.
- i) Prior to the end of the Subscription Term, Paybooks will send you notice of the then current annual Subscription Fees for renewal (a "Renewal Notice"), and you will be required to pay such renewal fees prior to commencement of a new Subscription Term. The renewal fees will be due and payable in accordance with the terms set forth in your Order Form or Renewal Notice. Any failure to pay the Subscription Fees in accordance with an Order Form or Renewal Notice will result in automatic

revocation and termination of this Agreement and all rights and licenses granted hereunder.

- j) Any billing disputes must be reported to Paybooks in writing within 60 days of the date of the invoice. All Subscription Fees are non-refundable once paid.

## 5. Support

- a) Your Paybooks license entitles you to Support on all matters of usage. The website shall be updated with Help documentation/slide shows/short videos detailing various Support and Help files. Paybooks shall offer only remote support and not onsite support. On site support, if offered shall be chargeable at Rs 5,000 per man day and for this purpose part of a day shall be construed to be a full day.
- b) Paybooks may access your account and data as necessary to identify or resolve technical problems and tickets or respond to complaints about the Services. If you desire not to allow access to your account for the support team, please send a mail of the instruction to support@paybooks.in and in all such cases, the tickets would be responded to only by way of a screen share / remote desktop option.
- c) All Users need to use the Raise Ticket feature in the software first and if the issue is not resolved telephonic/online support shall be given.
- d) Ticket Resolution:
- Information tickets: All tickets which seek clarifications on usage of Paybooks, features or steps to perform certain tasks in Paybooks, or seeking information on the payroll/related activities shall be addressed within a maximum of 4 working hours
  - Trouble tickets: All tickets in the nature of seeking help with getting certain activities done in Paybooks through support of Paybooks technical support team shall be addressed within a maximum of 8 working hours
  - Any other tickets shall be addressed within 3 working days.

The working hours of Paybooks are between 10.30 AM and 6.30 PM IST Monday thru Friday except on Public Holidays. Paybooks also extends support on the last Saturday of each month.

## 6. Limitation of Liability

The user to the software is presumed to be well conversant with payroll processing and all applicable legal compliances. It shall be the user's responsibility to cross check and confirm the accuracy of the reports, forms and data. The software platform is provided on a "AS-IS," "AS AVAILABLE," with "ALL FAULTS", and all WARRANTIES, EXPRESS or IMPLIED basis. Paybooks expressly disclaims all warranties, whether express or implied, including, but not

limited to, the implied warranties of merchantability, freedom from viruses or other harmful components, fitness for a particular purpose and non-infringement. Paybooks makes no warranty that: (a) the platform/service/software will meet your requirements; (b) the site will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the site or any services offered through the site will be accurate or reliable.

In no event shall Paybooks be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use or inability to use, incurred by you whether in an action in contract or tort, arising from your access to, or use of, the site, whether or not Paybooks has been advised of the possibility.

No advice or information, whether oral or written, obtained by you from us through the site or otherwise shall create any warranty, representation or guarantee not expressly stated in this agreement. The aggregate liability in connection with any claim arising out of or relating to the site and/or the products, information, documents and services provided herein or hereby shall not exceed Rs. 1,000/- and that amount shall be in lieu of all other remedies which you may have against us.

## 7. Termination and effects of termination

- a) You may terminate this Agreement at any time with prior written notice of 30 days. Without limiting any other remedies available to it, Paybooks may immediately suspend access to the Services and/or terminate this Agreement if: (a) you breach any material provision of this Agreement that, (if it is capable of being cured) is not cured within thirty (30) days from written notice to you (and ten (10) days in the case of non-payment); or (b) Paybooks determines that your actions are likely to cause legal liability for Paybooks or its suppliers and other customers.
- b) Upon any expiration or termination of this Agreement, and upon expiration of the Subscription Term if you do not renew in accordance with a Renewal Notice, the rights and licenses granted hereunder will automatically terminate, and you may not continue to use the Service. Paybooks will have no liability for any costs, losses, damages, or liabilities arising out of or related to Paybooks' termination of this Agreement. Upon expiration or termination of this Agreement, Paybooks will provide a backup file of Customer Data if requested within 30 days of termination or expiration, and Paybooks will have no other further obligation to maintain or provide access to your Customer Data.

## 8. Other Terms and Conditions

- a) Our sites may contain links to other web sites and we assume no responsibility whatsoever for the content, accuracy or opinions expressed therein.
- b) The Site may include hyperlinks and access to content, products and services from third parties to web sites not controlled by us. We are not responsible for the availability of, and any content on those web sites. We provide these links merely as a convenience and the inclusion of such links does not imply any endorsement as to the accuracy or merchantability of the same.
- c) You agree to indemnify, defend, and hold harmless Paybooks, its officers, directors, partners, employees, consultants, and agents, from and against any third party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (a) violation of these Terms of Use; or (b) any viruses, trojan horses, worms, spyware, or other similar harmful programming routines input by you into the Site
- d) You shall not subject the website or software or service or networks to reverse engineering, modification, recompilation, decompilation, disassembly or surreptitiously intercept or tamper with by whatever means and tools.
- e) You shall not use the Services either directly or indirectly to support any activity that is illegal.
- f) You shall not access the website or Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or authorize any third parties to do any of the above.
- g) You will not abuse the rights of the username and password by sharing your username, defacing our website, breaching the website security or modifying anything in our website that is not bounded by the terms of use of your username and password.
- h) You shall not indulge in any form of harassment on the Site, including via e-mail or by obscene or abusive language. Impersonation of others, including a Paybooks Client, employee, host, or representative or other members or visitors on the Site is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law. You may not upload commercial content on the Site or use the Site to solicit others to join or become members of any other commercial online service or other organization.
- i) Paybooks may, at any time, monitor communications and network traffic on our websites. This is to ensure that all users using our website is abiding the legal terms of use. Paybooks will not abuse this right by using illegal means to get information from our users. Paybooks will only need to get the necessary information to ensure security.

- j) We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.
- k) If you are using the Co-Sourcing or Out-Sourcing Model, in addition to the terms and conditions mentioned in this document, the terms as agreed upon sign up shall also apply. The terms mentioned in such agreements, if in conflict with the terms mentioned herein, shall be construed as overriding the terms mentioned in this agreement.

## 9. User participation

Paybooks does not and cannot review all communications and materials posted to or created by users accessing the Site and are not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user generated content on the Site, Paybooks is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Site. However, Paybooks reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another or (d) violates any law or regulation or (e) offensive or otherwise unacceptable to Paybooks at its sole discretion. Note that any personally identifiable information you may post or transmit will be treated by Paybooks in accordance with Paybooks's Privacy Statement.

## 10. Privacy Policy

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. By using the Site you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy.

## 11. General

This Agreement shall be treated as though it were executed and performed in Bangalore, India and shall be governed by and construed in accordance with the laws of the Union of India. The Terms of Use constitute the entire, exclusive and final statement of the agreement between you and Paybooks, with respect to the subject matter hereof, and govern your use of the website, software and service, superseding any prior agreements or

negotiations, with respect to the subject matter hereof. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the site or software or service or the terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger

## 12. Arbitration

By using this Site, you agree that Paybooks., at its sole discretion, may require you to submit any disputes arising from the use of this Site, or these Terms and Conditions concerning or, including disputes arising from or concerning their interpretation, violation, nullity, invalidity, nonperformance or termination, as well as disputes about filling gaps in this contract or its adaptation to newly arisen circumstances, to final and binding arbitration under the Arbitration and Reconciliation Act 1996, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth in the previous section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay the monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.