

# HELLO VERIFY INDIA PRIVATE LIMITED

## User Agreement

Welcome to this Online Platform i.e. [www.hellov.in](http://www.hellov.in) ("**Website**" or "**Mobile Application**" or "**App**" or "**Service**") provided by **HELLO VERIFY INDIA PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 in India (hereinafter referred as "**Service Provider**", "**Hello Verify**", "**We**" or "**Us**" or "**Our**").

### 1. Uses and Collection of Data

Under this online Platform (including various mobile applications/App) Hello Verify proposes to collect data and other information regarding individuals and persons, proposed to be employed or already employed, or whose identity or information is to be checked to provide a report to the person willing to use this Online Platform or App (hereinafter referred as "**Requestor**" or "**Employer**") for checking present/past employment details, financial data, commercial transactions/details, criminal record/history, drug check(history) and professional references of a person. Our background verification services, may or may not include additional information, depending upon the package selected (*Package herein means combination of two or more checks offered by Hello Verify on Online Platform or App*) and number of checks to be undertaken by the Hello Verify on the request of Requestor, including but not limited to employment, remuneration, education, address, professional, financial, commercial, creditworthiness or any other information obtained from past employers/suggested references/any other sources as may be deemed fit.

Further the Requestor and information of the person to be verified may be the same or different person. The Online Platform or App offers Requestor to submit information and consent of person to be verified in the set format for the purpose of verification of personal details such as Address, Education, Identity, Criminal Record and Employment History, Drug Check, etc. On this Online Platform or App, Hello Verify makes available Information, Profiles and Materials regarding the said Hello Verify's details (collectively referred as "Materials"). All users of the Online Platform or App including Requestor and Services Receivers and the Visitors of the Online Platform or App are together termed as "Users" (also referred hereinafter as "**You**," "**Your**" and "**Yourself**").

### 2. Confirmation and Acknowledgement

This user agreement ("**User Agreement**") governs your access to and use of this Online Platform or App and the Materials and constitutes a binding agreement between you and Hello Verify. Please note that we reserve the right, at our sole

discretion, to change this User Agreement from time to time. Your continued use of this Online Platform or App or any Materials after any such change takes effect will be deemed to constitute your acceptance of and agreement to the new User Agreement.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE ACCESSING, USING OR BROWSING THIS ONLINE PLATFORM OR APP OR ANY WEBSITE/APP MATERIALS. BY CLICKING ON "I AGREE," OR BY ACCESSING, USING OR BROWSING [www.hellov.in](http://www.hellov.in) OR ANY WEBSITE MATERIALS OR ONLINE PLATFORM OR APP, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE AND CONFIRM THAT:

- A. YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT;
- B. YOU OR YOUR ENTITY, AS APPLICABLE, AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ACKNOWLEDGE THAT THIS USER AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN HELLO VERIFY AND YOU OR YOUR ENTITY, AS APPLICABLE; AND
- C. IF ACCESSING, USING OR BROWSING THIS ONLINE PLATFORM OR APP ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT. IF YOU OR YOUR ENTITY, AS APPLICABLE, ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, DO NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS USER AGREEMENT AND DO NOT ACCESS, USE OR BROWSE OUR ONLINE PLATFORM OR APP; HELLO VERIFY DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, USE OR BROWSE THIS ONLINE PLATFORM OR APP OR THE MATERIALS CONTAINED THEREIN.
- D. THE AGREEMENT IS PUBLISHED IN COMPLIANCE OF, AND IS GOVERNED BY THE PROVISIONS OF THE INDIAN LAW, INCLUDING BUT NOT LIMITED TO:
  - a. THE INDIAN CONTRACT ACT, 1872
  - b. THE (INDIAN) INFORMATION TECHNOLOGY ACT, 2000
  - c. THE RULES, REGULATIONS, GUIDELINES AND CLARIFICATIONS FRAMED THEREUNDER, INCLUDING THE (INDIAN) INFORMATION TECHNOLOGY (REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL INFORMATION) RULES, 2011 ("SPI RULES"), AND THE (INDIAN) INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 ("IG RULES").
  - d. THE CONSTITUTION OF INDIA:
    - i. ARTICLE 19 (1) (A) FREEDOM OF SPEECH AND EXPRESSION.
    - ii. ARTICLE 21 RIGHT TO LIFE AND PERSONAL LIBERTY

### **3. No Recommendations or Recruitment Advice**

This Online Platform or App is neither a referral service nor a detective agency and does not recommend or endorse any particular individual and does not offer any spying services, secret checks or any other kind of similar services. Rather, Online Platform or App is only an intermediary that provides selected information about person to be verified with his consent to be obtained by the Requestor. We do not offer advice regarding the quality or suitability of any particular individual for specific employment or providing specific service or purpose. Our reports and information provided to you only consists of statements of opinion and not statements of fact or recommendations to utilize the services of such individual. You should obtain any additional information necessary to make an informed decision prior to utilizing any specific services of such individual.

Content is not intended to and does not constitute legal advice and no attorney-client relationship is formed, nor is anything submitted to this Online Platform or App, treated as confidential. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of Content on this Online Platform or App or materials linked from this Online Platform or App is at your own risk.

The Requestor assumes all responsibility in connection with choosing any Individual, whether or not you obtained information about such Individual on or through Online Platform or App. Hello Verify and its licensors, suppliers and affiliates (collectively, the "Affiliates"), and the directors, officers, agents, and representatives of each, assume no (and hereby disclaims all) responsibility or liability of any kind, for any advice, opinion or services to be rendered by any Individual, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, opinion or services.

### **4. License**

Upon clicking "I Accept" and/or while availing services of Hello Verify, Hello Verify grants you a revocable, non-exclusive, non-transferable, limited license to access and view this Online Platform or App and the Materials therein, and to copy, download, store and/or print only a single copy of any Materials, solely for your non-commercial, personal use and not for resale or distribution to anyone else. With respect to any permitted copy of the Materials, you will reproduce and include all copyright, confidentiality and other proprietary notices included in such Materials on any other such copy. All rights not expressly granted to you herein are reserved by Hello Verify; there are no implied licenses under this Agreement. The license granted to you in this User Agreement is expressly conditioned on your continued compliance with this User Agreement. Please note that Hello Verify, in its sole discretion, may change this User Agreement from time to time and your

continued use of this Online Platform or App or any Materials therein after any such change takes effect will be deemed to constitute your acceptance of the agreement to the changed User Agreement.

## **5. Ownership**

As between you and Hello Verify, all right, title and interest in and to the Online Platform or App together with all Intellectual Property Rights (hereinafter referred as IPRs) embodied therein, are the property of Hello Verify or Hello Verify's Affiliates. The Online Platform or App and Materials contained in said platforms are protected by law, including but not limited to India. Hello Verify does not claim any rights in unaltered government data, if any available on this Online Platform or App.

You agree not to engage in any activity that would constitute Copyright/Trademark/IPR infringement with respect to this Online Platform or App, Materials and Methodology contained in the said platforms. You acknowledge that Hello Verify's selected, compiled, arranged and adjusted data and information regarding Hello Verify are original compilations by Hello Verify. You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the Materials or any portion thereof without Hello Verify's prior written consent. By way of illustration but not limitation, except as expressly permitted in this User Agreement or otherwise permitted by us in writing, you may not, directly or indirectly, transmit, download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of this Online Platform or App or any Materials, in whole or in part, in any form or by any means.

Further, you agree not to engage in any activity that would constitute unfair competition or trademark infringement in connection with the Online Platform or App, Materials. You acknowledge that Hello Verify™ or [www.hellov.in](http://www.hellov.in)™ (collectively, "Marks") are service marks and trademarks of Hello Verify. You acknowledge that Hello Verify actively and extensively uses and promotes the Marks and that there is substantial goodwill associated with the Marks. You agree not to cite (orally, in writing or otherwise), reproduce or re-publish Marks in any manner likely to deceive or cause confusion in the marketplace.

Please be aware that we actively and aggressively enforce our intellectual property rights to the fullest extent of the law. Please send an e-mail at [info@Helloverify.com](mailto:info@Helloverify.com) to receive additional information, if required.

## **6. Password Maintenance and Responsibility**

If you wish to access certain areas of this Online Platform or App or the Materials available on or through certain areas of this Online Platform or App, you must choose a password during your completion of this Online Platform's or App's registration process. By registering, you represent, warrant and covenant that: (a) you are at least 18 years of age; (b) you are using your actual identity; (c) you have provided only true, accurate, current and complete information about yourself during the registration process; and (d) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. (e) To subscribe for the communications between you and any other person using our Services, which include email communications, Short Messaging Service updates, Telephone Calls, Blog, Chat Room and Discussion Board Communications, Instant Message Communications, expert's forum communications, faxmail communications, membership of mailing lists etc. You may update your information at any time by logging into the Online Platform or App and clicking on "Account Log In." or "Sign in".

By logging onto this Online Platform or App using any password, you represent, warrant and covenant that you are authorized to use such password and to engage in the activities that you conduct there under. You are solely responsible for the confidentiality and use of your password, as well as for any activities conducted on or through this Online Platform or App using your password. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please notify us immediately. We reserve the right to delete or change any password at any time and for any reason.

## **7. Term and Termination**

This User Agreement will take effect at the time you click "I Agree" or access, use or browse this Online Platform or App or any Materials therein. We reserve the right, at any time and for any reason, without notice to you: (a) to deny you access to this Online Platform or App, the Materials or any portion thereof; (b) to change, remove or discontinue the Online Platform or App or any portion thereof, or any of the Materials or services available on or through this Online Platform or App; or (c) to terminate this User Agreement. Upon termination of this User Agreement, all licenses granted to you under this User Agreement immediately and automatically terminate and you may no longer access, browse or otherwise use this Online Platform or App, the Materials or any portion thereof.

## **8. Our Privacy Policy**

We consider the protection of our user's personal data to be important. Therefore, we have adopted a Privacy Policy outlining our personal data collection and use practices. Please refer to it for details about how we collect and use personal information from users of this Online Platform or App. By agreeing to the terms of

this User Agreement, you are automatically agreeing to our Privacy Policy, available on Online Platform.

#### **9. Links to Other Websites or Online Platform**

This Online Platform or App may contain links to other Websites on the World Wide Web for the convenience of our users. These other Websites have not been reviewed by us and are maintained by third parties over which we exercise no control. Accordingly, we expressly disclaim any responsibility for the content, policies and practices of these other Websites and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available or advertised on or through these other Websites. Moreover, these links do not imply, directly or indirectly, our endorsement of or affiliation with any other Website or Website owner, or any information, products or services provided by any third party. When leaving this Online Platform or App, you should be aware that our terms and policies may no longer govern, and, therefore, you should review the applicable terms and policies of each linked Website.

#### **10. Third Party Content and Privacy Information Delivered to Third Parties**

Some of the Materials are provided by independent information providers ("IIPs"). We make no representations with respect to, nor do we guarantee or endorse the availability, accuracy, reliability, completeness, currency, quality, performance, suitability, or correct sequencing of any information, materials or other content provided by any of the IIPs. We do not endorse, oppose or edit any opinion or analysis expressed by any of the IIPs. We assume no responsibility or liability for any information, materials or other content provided by any of the IIPs. Moreover, any private information you deliver to third parties accessed through a link at the Online Platform or App will be held subject to the privacy policies of that third party, and not Hello Verify.

The use of the Online Platform or App by any entity or individual to verify the credentials of other Individuals without his/her consent is prohibited. We render limited services as per the assignment and do not offer any detective or credit worthiness information.

#### **11. Submissions - Rules and Permission to Use**

Any and all materials (other than information given in connection with registration, which shall be treated as set forth in other provisions of this User Agreement), including suggestions, feedback, ideas, concepts, comments, illustrations and other materials that you disclose or offer to us on or in connection with this Online

Platform or App or any Materials ("Submissions") are submitted by you without any restrictions or expectation of confidentiality. You hereby assign to us without additional consideration or further obligation, all rights now known or hereafter existing to use, allow others to use, or assign the right to use, the Submissions. You further agree that your Submissions may be used without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you, including the right to use, reproduce, modify, adapt, publish, transmit, publicly perform or display, translate, create derivative works from, or otherwise communicate to the public the Submissions on this Online Platform or App or elsewhere by us, our assigns or others we have allowed to use your Submissions. You will not assert any proprietary right or moral right of any kind with respect to any Submissions.

**You represent and warrant to Hello Verify that:**

- a. you own, or are otherwise lawfully authorized to use, all Submissions and portions thereof that you transmit to or through this Online Platform or App;
- b. any Submissions submitted by you will not contain any of the following material (the "Proscribed Material"):
  - material that is false, factually inaccurate or misleading;
  - material that is defamatory, libelous, deceptive or fraudulent;
  - material that violates any Indian or Foreign Law, as may be applicable;
  - material that discriminates against, ridicules, harasses or disparages an individual or group for any reason, or on the basis of race, religion, national origin, gender, sexual orientation, marital status, age, disability or any other status that Hello Verify deems inappropriate for the Online Platform or App;
  - material that violates any person's privacy right;
  - material that infringes or violates any person's copyright, trademark or other intellectual property right;
  - material that is obscene or derogatory; and
  - material that promotes violence, firearms, ammunition or weapons designed to inflict serious bodily harm;
- c. material that Hello Verify deems, in its sole discretion, objectionable or inappropriate for the Online Platform or App; and Hello Verify's use of any Submission, as permitted under this User Agreement, does not and will not violate any Indian or Foreign Law, including without limitation any law related to advertising or testimonials, any law concerning defamation, libel and privacy, and any copyright, trademark or other intellectual property law, and will not cause injury to any person or entity.

**12. Confidentiality on the Internet**

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While we have endeavoured to create a secure and reliable Online Platform or App, please be advised that the confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our affiliates are responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on this Online Platform or App or for the consequences of any reliance on such information. You must make your own determination as to these matters.

### **13. Electronic Communications with Hello Verify**

Should you elect to send or receive e-mail communications of any kind to or from Hello Verify, you represent and warrant to Hello Verify that your e-mail service has appropriate and adequate security systems necessary to prevent unauthorized access to outbound or inbound e-mail transmissions. You further agree that the content (including any Materials) in any e-mail or other electronic communication including but not limited to the communications between you and any other person using our Services, which include email communications, Short Messaging Service updates, Telephone Calls, Blog, Chat Room and Discussion Board Communications, Instant Message Communications, experts forum communications, faxmail communications, membership of mailing lists etc. you receive from Hello Verify is subject to the provisions of this User Agreement.

### **14. Online Platform's or App's Monitoring**

We reserve the right to view, monitor and record activity on this Online Platform or App without notice to or permission from you. We may disclose any records, electronic communications, information, materials or other content of any kind: (a) if we believe in good faith that applicable law, regulation or legal process requires it; (b) if such disclosure is necessary or appropriate to operate this Online Platform or App; or (c) to protect our rights or property or the rights or property of our users and business partners. However, we are not responsible for screening, policing, editing or monitoring this Online Platform or App.

We are committed to complying with all applicable Indian and Foreign Laws and expect all Users of this Online Platform or App to comply with all applicable laws as well. Using this Online Platform or App to transmit any Proscribed Materials is expressly prohibited under the User Agreement.

If it comes to our attention, we discover or we are notified of an allegation that this Online Platform or App or a Submission contains any Proscribed Materials, then we may, but have no obligation to, investigate the allegation and determine in our sole discretion whether to remove or request the removal of the same from this Online



Platform or App. Notices to us regarding any alleged violation of this User Agreement or copyright infringement on this Online Platform or App should be directed to Hello Verify at the following e-mail address: [corporate@Helloverify.com](mailto:corporate@Helloverify.com).

#### **15. Events Beyond Our Control**

You absolve and release us and our affiliates from any claim of harm resulting from any cause(s) over which we or they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions, and disclosure of your private information that you have provided to third parties through links on our Online Platform or App.

#### **16. Disclaimers**

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FURTHER, WE EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH SERVICE PROVIDERS OR WITH THIRD PARTIES WHO OFFER PRODUCTS OR SERVICES ON OR THROUGH THIS ONLINE PLATFORM OR APP, AND YOU WILL LOOK SOLELY TO SUCH SERVICE PROVIDERS AND THIRD PARTIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS AND/OR SUCH PRODUCTS OR SERVICES.

## **17. Limitations of Liability**

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UNDER NO CIRCUMSTANCES WE WILL OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THIS ONLINE PLATFORM OR APP, ANY MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THIS ONLINE PLATFORM OR APP, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS ONLINE PLATFORM OR APP, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HELLO VERIFY FURTHER DISOWNS LIABILITY TOWARDS ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF THE ONLINE PLATFORM OR APP, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT AND IN NO EVENT SHALL BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEB SITE OR FOR OBTAINING A POLICY OR SERVICE FROM THE ONLINE PLATFORM OR APP, AS APPLICABLE.

FURTHER IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO A USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR A USER'S USE OF THE ONLINE PLATFORM OR APP EXCEED, IN THE AGGREGATE RS. 1000.

IF ANY PORTION OF THIS SECTION IS HELD TO BE INVALID UNDER THE LAWS IN FORCE IN INDIA, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

### **18. Indemnity**

You will defend, indemnify, and hold harmless Hello Verify and our Affiliates, and our and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, servants, attorneys, predecessors, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (a) your use of this Online Platform or App, any Materials, or any products or services obtained on or through this Online Platform or App, (b) any arrangements you make based on information obtained on or through this Online Platform or App or (c) any breach by you of this User Agreement.

### **19. Governing Law and Selection of Venue**

Regardless of the jurisdiction in which you work or reside, this User Agreement is made in the State of Delhi, and will be construed and enforced in accordance with Indian law (without regard to its provisions governing conflicts of law), as applied to agreements entered into and completely performed in India.

ANY ACTION ARISING OUT OF THE CONTENT OF THIS ONLINE PLATFORM OR APP, YOUR USE OF THE MATERIALS OR YOUR UNAUTHORIZED CITATION, REPRODUCTION OR RE-PUBLICATION OF ANY SERVICE OR USE OF ANY MARKS, OR ANY ACTION TO ENFORCE THIS USER AGREEMENT WILL BE BROUGHT ONLY IN THE COURTS PRESIDING IN STATE OF DELHI, INDIA, AND YOU EXPRESSLY AGREE TO BE SUBJECT TO THE JURISDICTION OF SUCH COURTS. USE OF THIS ONLINE PLATFORM OR APP IS LIMITED SOLELY TO PERSONS WHO AGREE TO RESOLVE ANY AND ALL DISPUTES PERTAINING TO THIS ONLINE PLATFORM OR APP IN THE COURTS OF DELHI, AND SUCH AN AGREEMENT IS AN EXPRESS CONDITION TO USE OF THIS ONLINE PLATFORM OR APP.

All disputes will be subject to arbitration in the State of Delhi in English by a single arbitrator appointed by Hello Verify under the Arbitration and Conciliation Act, 1996.

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## 20. Notices; Contacting Hello Verify

All notices to you will be sent to the e-mail address that you provide to us when you register. Such notice will be deemed given one business day after the e-mail is sent. If you have any questions about this User Agreement, the Online Platform or App or the Materials, or if you need to notify us, then contact us at [info@Helloverify.com](mailto:info@Helloverify.com) or at the following address:

### HELLO VERIFY INDIA PRIVATE LIMITED

<b>Registered Office:</b>	UG-7, Suneja Tower-1, District Centre, Janak Puri, Delhi-- 110058
<b>Corporate Office:</b>	B-44, Sector 57, Noida, Uttar Pradesh – 201301
<b>Phone:</b>	+91-120-4629100
<b>CIN Number:</b>	U74999DL2018FTC330765
<b>GSTIN Number:</b>	09AAECH4671D1ZM

## 21. Payment, Fees and Taxes:

- i. The User agrees to pay all fees and charges applicable to User's use of Services and the User shall not circumvent the fee structure. The fee is dependent on the User Plan that User purchases and not on actual usage of the Services. The fee and charges are non-refundable.
- ii. Each User / member is solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. Hello Verify is in no way responsible for any of the taxes except for its own income tax.
- iii. The fees are to be paid online through the facility made on the Online Platform or App. Third parties support and services are required to process online fee payment. Hello Verify is not responsible for any loss or damage

- caused to User during this process as these third parties are beyond the control of Hello Verify.
- iv. All fees are exclusive of taxes. GST of 18.00% or such rate as may be prescribed is levied on every purchase.
  - v. Hello Verify reserves the right to modify the fee structure, either by notice on the Online Platform or App or through email to the authorized User, which shall be considered as valid and agreed communication.
  - vi. In order to process the payments, Hello Verify might require details of User's bank account, credit card number etc. Please check our privacy policy [www.hellov.in](http://www.hellov.in) on how Hello Verify uses the confidential information provided by Users.
  - vii. Payment processing services provided by our third-party payment processor are subject to its terms.

## 22. Miscellaneous

The following provisions will survive the termination of this User Agreement: 3; 5; 8; 9; 10; 11; 12; 13; 14; 15; 16; 17; 18; 19 and 22. Failure to insist on strict performance of any provisions of this User Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver of any provision of this User Agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If any portion of this User Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect, and the parties will promptly substitute for the invalid provision an enforceable provision which resembles the invalid provision as closely as possible in intent and economic effect. No joint venture, partnership, employment or agency relationship exists between you and Hello Verify as a result of this User Agreement or your use of this Online Platform or App or any Materials. This User Agreement constitutes the entire agreement between you and Hello Verify with respect to your use of this Online Platform or App and the Materials, and supersedes any and all prior or contemporaneous proposals, agreements, or other communications relating to the Site and Services, whether written or oral. You acknowledge that, in providing you access to and use of this Online Platform or App and the Materials, we have relied on your acceptance of this User Agreement.

### **Other Terms and Condition related to Services:**

1. **TAT (Turnaround Time):** Depending upon the Service (check opted by User), Turnaround time for closure of check may vary or delayed. Reasons for such delays are:

- a. Incomplete / inadequate information (Insufficient information) is provided or if any document is missing, you'll be contacted via mail / call or account update to ask for required information / document.
  - b. Delays in Response from Data Source (Universities /Schools/ Educational Institutes or employers) on account of internal issues with the said institutions, closed for the summer/ election holidays or other holidays, strikes, natural calamity or other force majeure conditions/event etc. Since these delays are beyond control of Hello verify, it will have to rely on the timelines and information provided to it by the respective institutions and its officials and is not responsible or liable in any way whatsoever, for the delays or consequent hardship or losses, if any, caused to you on account of the said delay.
2. **Insufficiency:** In case required or missing information/document is not facilitated within given/informed time frame by the User, we will process the case with the available information and will be authorized to close the case and provide you the report given information only. If you have any concerns on progress of your order, contact Hello Verify via "**Contact us**" / **Email or Call** and we will be happy to assist you.
3. **Sharing:** The final report stays in the Hello Verify database for your future use, as per Hello Verify's Record retention policy:
4. If you have SELF VERIFIED yourself, Hello Verify will allow you to SHARE the report with anyone on future using "SHARE OPTION" on respective Hello Verify account.
5. Your information & your records will become a portable asset for you which you can access as per your convenience using respective credentials.
6. For more clarity on the services, you are requested to read the FAQs available on the Online Platform or App.