

KAHA END USER LICENSE AGREEMENT

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON ‘I AGREE’ OR OTHERWISE USING THIS SOFTWARE (as defined below), YOU AGREE TO CONTRACT ELECTRONICALLY WITH KAHA (as defined below) AND AGREE TO THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (“EULA”).

IF YOU DO NOT AGREE TO THE TERMS CONTAINED HEREIN, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR OTHERWISE USE THIS SOFTWARE.

You hereby confirm that You have the legal capacity (in accordance with the laws of Your country) and are of legal age (not a minor) to execute this EULA. Where You do not have the legal capacity or are not of legal age to execute this EULA, You hereby confirm that You have executed this EULA through a legal guardian or legal representative. **IF YOU HAVE EXECUTED THIS EULA, BREACHING THE FOREGOING CLAUSE, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR OTHERWISE USE THIS SOFTWARE AND DELETE ALL COPIES OF THE SOFTWARE.**

This EULA constitutes a valid and binding agreement between KaHa Pte. Ltd. (“**KaHa**”, “**We**”, “**Our**”) with registration number 201502882N and You (“**You**”, “**Your**” or “**User**”), and governs all Your use of the Software (as defined below). **Please note all Software and the associated services under this EULA are offered by KaHa under its brand name ‘COVE®’ and ‘COVENET®’.**

This EULA is in addition to any other terms, conditions or limitations applicable to the physical product purchased by You (if any) for using in conjunction with the Software (for example a smart wearable device) or any other agreements executed between You and another Person. Where the terms and conditions of this EULA and any other such agreement are in conflict, this EULA shall prevail between Yourself and KaHa.

EFFECTIVE DATE –SEPTEMBER 15, 2018

1. DEFINITIONS AND INTERPRETATIONS

1.1. Associated Party

An Associated Party shall mean (i) a subsidiary company of KaHa, (ii) a service provider of KaHa, and/or (iii) client of KaHa.

1.2. Beneficiary bank

"Beneficiary bank" shall mean the bank holding a bank account of the Receiver where the credit of the UPI instruction is received from the Payer to be executed either in real time basis or periodically with a settlement process.

1.3. Chargeback

"Chargeback" shall mean approved and settled Transactions which are at any time refused, debited or charged back to Merchant's account by the Issuer, Acquiring Bank or NPCI for any reason whatsoever, together with YBL fees, penalties and other charges incidental thereto.

1.4. COVENET®

"COVENET®" means the mobile application software known as "COVENET®" and developed and owned by KaHa and shall include (without limitation) the cloud services KaHa's unique IOT platform and all (i) object code, source code, software code, firmware, scripts, interfaces, graphics, displays, text, documentation, format, directories, algorithms, databases, features available in the application and other components; and (ii) structure and organization of the aforesaid items, (iii) all updates, modifications, variants, replacements or enhancements to the aforesaid items, whether or not any such update or version is downloaded or in use at any point of time.

1.5. COVENET® Network

"COVENET® Network" means the closed virtual social network of all users of Smart Wearable Mobile Application and COVENET® mobile application.

1.6. Intellectual Property Rights or IP Rights

Intellectual Property Rights or IP Rights includes (without limitation) copyrights whether registered or not; designs (including without limitation industrial and layout), patents including without limitation rights of filing patents; trademarks (including without limitation collective marks), trade names, trade dresses, and the right to register and/or use them; geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights.

1.7. Merchant

“Merchant” means a merchant established under the prevalent law and accepts payment through UPI Services towards the sale of products or services to its customers.

1.8. MPIN

MPIN is ‘Mobile banking Personal Identification number’, a 4-6 digit secret code issued by Your bank to You for undertaking Transactions through mobile phones.

1.9. NPCI

“NPCI” means National Payments Corporation of India, a company incorporated in India under Section 25 of the Companies Act, 1956, and acting as the settlement, clearing house, regulating agency for UPI Services with the core objective of consolidating and integrating the multiple payment systems with varying service levels into nation-wide uniform and standard business process for all retail payment systems.

1.10. Person

“Person” means an individual, corporation, partnership, limited liability company, association, unincorporated association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

1.11. Smart Wearable Mobile Application

“Smart Wearable Mobile Application” means the mobile application software developed and owned by KaHa (under its brand COVE®) for use in conjunction with a third-party’s smart wearable device (such as a smart watch, fitness band, leather wallet, leather belt etc.) and shall include (without limitation) the cloud services, KaHa’s unique IOT platform and all (i) object code, source code, software code, scripts, interfaces, graphics, displays, text, documentation, features available in the application and other components; and (ii) structure and organization of the aforesaid items, (ii) all updates, modifications, variants, replacements or enhancements to the aforesaid items, whether or not any such update or version is downloaded or in use at any point of time.

1.12. RBI

“RBI” means the Reserve Bank of India.

1.13. Software

Software means the Smart Wearable Mobile Application and/or COVENET® mobile application (as the case may be) that has been downloaded by You.

1.14. Transaction or transaction

“Transaction” or “transaction” shall mean every payment instruction that results in a debit to the Payer’s Account and a corresponding credit to the Receiver’s Account.

1.15. Payer

“Payer” shall mean any Person holding a banking account and who desires to pay money to the Receiver for purchase of goods or services online using the UPI Services, being offered by the Merchant on its website or mobile application thereto.

1.16. Receiver

“Receiver” shall mean any Person holding a banking account, who are desirous to receive payments from the Payer over the internet using the UPI Services. In case the Payer is customer of the Merchant and is paying money to the Merchant for purchase or utilization of goods and services from the Merchant, the Merchant shall be the Receiver.

1.17. UPI Services or UPI

“UPI Services” or “UPI” means Unified Payment Interface, a payment service platform which is being provided by NPCI for the purpose of inter-bank fund transfer of funds pursuant to the rules, regulations and guidelines issued by NPCI, RBI and YBL, from time to time.

1.18. UPI Facility

“UPI Facility” means the facility of UPI Services on the Software, provided by KaHa in association with YBL.

1.19. **YBL**

“YBL” means YES Bank Limited, a company within the meaning of the Companies Act, 1956 and a banking company within the meaning of Section 5(c) of the Banking Regulation Act, 1949.

1.20. Unless the context of this Agreement otherwise requires:

- (i) words using the singular or plural also include the plural or singular, respectively;
- (ii) words of any gender are deemed to include the other gender;
- (iii) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
- (iv) the term “Clause” refers to the specified Clause of this Agreement;
- (v) reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- (vi) reference to the word “include” shall be construed without limitation.

2. OWNERSHIP OF SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS

2.1. KaHa owns exclusively and reserves all rights, title and interest in and to the Software, including, without limitation, all Intellectual Property Rights in and to the Software. The Software is not sold or otherwise transferred to You, in any manner, whether limited or absolute and no title, IP Rights, or ownership rights to the Software are transferred to You pursuant to this EULA.

2.2. You acknowledge and agree that the Software and all ideas, methods, algorithms, formulae, processes, concepts used in developing or incorporated into the Software, all future updates, upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, in, of, or to the Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are, and shall remain, trade secrets, intellectual property and proprietary property of KaHa, having great commercial value to KaHa. Further, the Software, whether or not provided to you, is strictly confidential to KaHa.

3. LICENSE GRANT AND RESTRICTIONS ON USE OF SOFTWARE

3.1. **Limited license grant**

This EULA provides to You with a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Software conditioned on Your continued compliance with the terms and conditions of this EULA. The Software is licensed to You by KaHa for the limited purpose of Your personal use only and strictly in accordance with the terms and conditions of this EULA. You are not granted any IP Rights in or to the Software by implication, estoppel or other legal theory, and all rights in and to the Software not expressly granted in this EULA are hereby reserved and retained by KaHa.

3.2. **Restrictions on use**

You shall use the Software strictly in accordance with the terms of this EULA and You shall not: (a) decompile, reverse engineer, disassemble, decode, tamper, attempt to derive the source code of Software or in any way override or break down any protection/security system integrated into the Software, or decrypt the Software; (b) create or recreate the source code for the Software; (c) remove, erase, obscure, or tamper with any copyright, trademark or any other product identification or proprietary rights notices, seal, or instructional label displayed on, or encoded or recorded in or on any Software; (d) lease, lend or use the Software, or sell, market, license, sublicense, distribute, or otherwise grant to any Person or entity any right to use the Software, alone or in combination with any other product or service, whether on a fee basis or otherwise; (e) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Software; (f) combine or merge any part of the Software with or into any other software or refer to or otherwise use the Software as part of any effort to develop any other software having any functional attributes, visual expressions, or other features similar to those of the Software or to compete with KaHa; (g) use the Software for any revenue generating endeavour, commercial enterprise, or other purpose; (h) use any proprietary information or interfaces or other Intellectual Property of KaHa in manner whatsoever, or (i) attempt to do any of the foregoing for any purpose whatsoever, without the prior written permission of KaHa. Any attempted act in contravention of this provision shall be null and void and of no force or effect.

4. SYSTEM REQUIREMENTS

To use the Software, You will need one or more of the following: compatible equipment (laptop, desktop or handset as the case may be), internet access (via WiFi or mobile data), compatible Android version (or iOS version (as the case may be), Bluetooth Low Energy (BLE) version 4.0 or above, Global Positioning System (GPS), a valid SIM for the registered number and certain other software, and may

require obtaining updates and upgrades from time to time. The accessibility of, and ability to use the Software and the solutions/features that the Software provides to you, is dependent on Your system meeting the above-mentioned conditions and You granting the permissions requested in the Software. These permissions are also required for the Software (and the solutions/features contained therein) to function optimally. Further, Your accessibility and ability to use the Software and the features provided in the Software is also dependent on mobile network availability, availability of sufficient battery charge on Your mobile phone and smart wearable device, Pairing and connectivity of wearable device to mobile phone, running of app on Your & network users' mobile phone, internet connectivity of your and other network users' mobile phone, Proper working of the sensors or other hardware that is available on Your smart wearable device, proper contact of the sensors or other hardware of the smart wearable device with your skin/body as provided in the user manuals of the device, other requirements that may be provided with your smart wearable device's user manual, technical snags and access to networks etc. You understand that You are responsible for obtaining and maintaining all required equipment and services for accessing and/or using the Software. You also understand and acknowledge that the Software and the features provided therein are for your assistance only and not a substitute or replacement fitness or any other Software's features related safeguards, and you are responsible for implementing safeguards appropriate to your needs in the event that an error/issue in the Software occurs and limits your usage of the Software. It is your responsibility to evaluate the accuracy, completeness and usefulness of the Software and services and other information provided by Software.

5. TERMS AND CONDITIONS FOR SAFETY NOTIFICATION FEATURE (IF ANY) IN THE SOFTWARE

- 5.1. Amongst other features available on the Software, there may be a safety notification feature ("**Notification feature**"). The Notification feature notifies the guardians and other persons nominated by You ("**Your Nominees**") and provides to Your Nominees options for actions that can be taken by them.
- 5.2. Please note that the utility and resulting impact of the Notification feature offered by the Software is dependent on many variable factors, including without limitation, the creation of a substantial network of COVENET® Network users, optimal utilization of the Software by You and other users of COVENET® Network, availability of sufficient battery charge on your smart wearable device, Pairing and connectivity of wearable device to mobile phone, running of app on Your & network users' mobile phone, internet connectivity of your and network users' mobile phone, technical snags and access to networks etc. Please note that the Notification feature is in addition to and not a substitute for other safety measures that You may take.
- 5.3. NEITHER KAHA NOR ANY OTHER PERSON ASSOCIATED WITH KAHA REPRESENTS, GUARANTEES OR WARRANTS, THAT THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, THE NOTIFICATION FEATURE) WILL WORK AS EXPECTED OR RESPOND IN A SITUATION OF DISTRESS ACT SO AS TO ENSURE YOUR OR ANOTHER COVENET® NETWORK USER'S SAFETY OR THAT THE SOFTWARE WILL KEEP YOU SAFE. NEITHER KAHA NOR ANY OTHER PERSON ASSOCIATED WITH KAHA REPRESENTS, GUARANTEES OR WARRANTS THAT THE SOFTWARE WILL BE ACCESSIBLE, OR WILL OPERATE TO RESCUE YOU OR ANOTHER SOFTWARE USER, OR AMELIORATE ANY SITUATION OR CIRCUMSTANCES THAT MAY ARISE OR NECESSITATE THE USE OF THE SOFTWARE.
- 5.4. Please note this clause 5 is not applicable to You if the Software does not have the Safety Notification Feature.

6. TERMS AND CONDITIONS FOR USE OF UPI FACILITY (IF ANY) IN THE SOFTWARE

This Clause 6 is applicable to You only if the UPI Facility is present in the Software else please ignore this clause.

6.1. General

- (i) The NPCI is the statutory governing body that is providing the UPI in India through various banks and is acting as the settlement, clearing house, regulating agency for UPI Services with the core objective of consolidating and integrating the multiple payment systems with varying service levels into nation-wide uniform and standard business process for all retail payment systems. You understand that KaHa has obtained the UPI Services from YBL and is providing the UPI Facility on its Software in association with YBL.
- (ii) You understand that the provision of UPI Facility is subject to Indian laws and the guidelines and regulations issued from time to time by the NPCI or RBI in this regard. Where NPCI, RBI or YBL withdraws, suspends or otherwise terminates the UPI Services, KaHa shall also terminate

the UPI Facility, without any prior notice or reason whatsoever and You shall NOT hold KaHa liable, in any way whatsoever, for such termination of UPI Facility.

- (iii) The User is aware, understands and agrees to the following features in relation to UPI Services:
 - (a) use of personal mobile as the primary device for all transfer of funds including person to person, person to entity, and entity to person;
 - (b) use of Aadhaar number, mobile number, card number, and account number in a unified way;
 - (c) make payments only by providing an address with others without having ever provide account details or credentials on third party applications or websites;
 - (d) send collecting requests to others (person to person or entity to person) with "pay by" date to allow payment requests to be "snoozed" and paid later before expiry date without having to block the money in the account until customer is ready to pay;
 - (e) to pre-authorize multiple recurring payments similar to ECS with a one-time secure authentication and rule based access.

6.2. **Eligibility**

- (i) To avail the UPI and/or Facility, You should:
 - a. Be a User in India
 - b. Have and maintain bank account(s) in one of the UPI member banks for SMS/Mobile Banking, and
 - c. Have successfully installed the Software.
- (ii) Additionally, for availing the UPI Facility, You should have authenticated Yourself with the applicable credentials and set Your MPIN.
- (iii) User understands and acknowledges that the UPI Facility is available only in India and the User shall not make or attempt to make any cross-border transactions.
- (iv) You understand and accept that any other condition that is a pre-requisite to access and use the UPI Facility, including, but not limited to, a mobile phone (valid SIM card enabled smartphone running on Android operating system), data connection, etc. will be Your sole responsibility.
- (v) In addition to this EULA, User undertakes to execute such other documents and writings in addition to the instructions for activating, initiating or making transfer of funds via UPI Facility, in a form and manner as required by KaHa or YBL from time to time.

6.3. **Authorizations**

- (i) User understands that KaHa is providing UPI Facility on its Software in association with YBL. The User also understands that YBL uses various service providers and third-parties to provide the UPI Services. Accordingly, the User irrevocably and unconditionally authorizes Kaha to do all acts and deeds necessary to provide the UPI Facility to the User, including without limitation, to further authorize YBL and its service providers to do all acts and deeds necessary to provide the UPI Services, share all relevant information with YBL and YBL's service providers and third parties (personal details of User, details of Transactions, bank account details, beneficiary details etc.).
- (ii) The User irrevocably and unconditionally authorizes Kaha and YBL to access his account and the personal details registered while authentication on Software, for availing the UPI Facility including effecting banking or other Transactions of the User through the UPI Facility. All Transactions shall be confirmed by a 1-click, 2-factor authentication on personal phone of the User, without having any acquiring devices or having any physical tokens.
- (iii) The User expressly authorizes KaHa and YBL to carry out all request(s) or Transaction(s) for and/or at the request of the User as are available to the User through the UPI Facility, without KaHa or YBL having to verify the authenticity of any request or transaction purporting to have been received from the User through Software.
- (iv) The User expressly authorizes KaHa and YBL to record the User's details and Transaction details. All records generated by the Transactions arising out of use of the UPI Facility, including the time of the transaction, beneficiary details, etc. shall be conclusive proof of the genuineness and accuracy of the Transactions.
- (v) The User authorizes KaHa and YBL to send any message or make calls to his mobile phone number to inform him about any promotional offers including information regarding YBL's new products either now available or which may come up in the future, greetings, banners or any other promotional messages or any other message that YBL may consider appropriate to the User. The User agrees that such calls or messages made by YBL and/or its agents shall not be construed as a breach of the privacy of the User and shall not be proceeded against accordingly.
- (vi) The User authorizes KaHa and YBL to send any message with respect to the Transaction (including rejection messages) or to reject any transaction/request, if it finds that the request

sent by the User is not as per the requirements stipulated by KaHa and YBL for availing the UPI Facility.

6.4. Fees

In consideration for provision of UPI Facility to the User and facilitating the Transactions, KaHa may charge the User, at its sole discretion, a Transaction Fee (one-time, periodical or per transaction basis). KaHa, in its sole discretion, may withdraw or modify or otherwise vary the Transaction Fee from time to time, without giving any advance notice to You.

6.5. Responsibilities and Liabilities of User

- (i) User shall be solely responsible for the accuracy of any personal or other information provided for availing the UPI Facility (including fund transfer to the correct beneficiary). User herein agrees and accepts that the onus of any discrepancy in the information provided by the User shall always be upon the User only. If the User suspects that there is an error in the information provided by KaHa or YBL to the User, then the User shall be obliged to inform KaHa immediately. KaHa will endeavour to correct the error, wherever possible on a best effort basis.
- (ii) User shall also be solely responsible for all money 'send' and 'receive' requests initiated through the Software using his registered mobile number, and the User shall not hold KaHa and/or YBL responsible for any such incorrect information or incorrect fund transfer. The User accepts that for the purposes of the UPI Facility any Transaction emanating from the mobile phone number registered by User shall be assumed to have initiated by the User at his sole discretion. It is the sole responsibility of the User to suspend the UPI Facility due to change of his registered mobile phone number or if his mobile phone has been lost or has been allotted to some other person. The User shall be liable for all loss caused by negligent actions or a failure on User's part to advise KaHa within one working day's time about any unauthorized access made on his behalf in the Software, or misuse of MPIN/ OTP/Passcode/password or any other breach of security regarding the Software, of which he has knowledge.
- (iii) User shall be solely responsible, and should take all necessary precautions, for protecting and maintaining secrecy of his mobile phone, MPIN and any other passwords for the use of UPI Facility to prevent unauthorized and illegal use of Software.
- (iv) User shall be solely responsible to comply with all applicable laws, rules and regulations governing such transfer of funds stipulated by the NPCI or RBI from time to time including applicable Anti-Money Laundering (AML) norms. User agrees and confirms that the Minimum and Maximum amount stipulation for UPI Facility may be stipulated by KaHa in accordance with the guidelines set by NPCI or RBI and other regulatory agencies, from time to time.
- (v) All instructions given by the User shall be irrevocable in nature and KaHa and YBL shall be bound to act upon all instructions given by the User for transfer of funds using UPI Facility upon confirmation of the authentication credentials, as stipulated by YBL, from time to time, for the purpose of giving effect to any inward or outward transfer of funds initiated by the User. The User agrees and confirms that, once the transaction is materialized, any stop-payment instructions given by him cannot be accepted and acted upon by KaHa.
- (vi) The User understands that the transaction(s) shall be acted upon by KaHa and YBL, on the date of the instruction given by the User and/or in accordance with the time period stipulated by YBL, from time to time.
- (vii) The User understands that for all Transactions, the NPCI shall be an intermediary/ a service provider in the process of settlement of a Transaction, subject to the availability of sufficient funds in the account of the User. Any transaction initiated by the User shall be deemed to be complete in all respects if a decline message is not received by the User from KaHa and/or YBL within a reasonable period time (decision of KaHa in this regard shall be final and binding). Transaction shall be deemed to be settled at the time when the account of the User has been debited and the account of the recipient maintained with the Beneficiary Bank has been credited.
- (viii) The User understands that, KaHa and YBL in their sole discretion are entitled to reject, refuse or cancel a Transaction, for reasons including, without limitation, if (i) any Transaction entered into by User is reported as fraudulent, unlawful or unenforceable; or (ii) information or in case the instructions and/or any authentication credentials or any details, documents or information provided by the User are false or not in accordance with the conditions stipulated by KaHa or RBI or the Beneficiary bank or any other requirements; or (iii) Transaction appears more than once in User's account; or (iv) Transaction is doubtful or erroneously paid to the Beneficiary; and (v) an attachment order has been passed on the designated Beneficiary account by an authority/Court; or (vi) details pertaining to the Beneficiary/Beneficiary account details recorded with the Beneficiary bank does not match; or (vii) a fraud has been committed or is suspected to have been committed; and (viii) Any other event or circumstance which shall be determined by YBL from time to time. Accordingly, KaHa and YBL may, in their sole and absolute discretion and without requirement of any notice or reason whatsoever, revoke or cancel any instructions

issued by the User and such decision of KaHa and YBL shall be final, binding and conclusive on the User.

- (ix) The User shall be liable to KaHa and YBL for any kind of unauthorized or unlawful use of MPIN/passwords or of the UPI Facility or the Software or any fraudulent or erroneous transaction or instruction given, and consequently the User shall be liable to pay for all financial and other charges thus incurred. Notwithstanding anything contained herein, where KaHa and/or YBL have reason to believe that any transaction is fraudulently incurred or is in breach of any law or regulation, KaHa and YBL shall be entitled to withhold payment in respect thereof.
- (x) Upon completion of the Transaction initiated by the User and in consideration for provision of UPI Facility, the User shall pay KaHa, all applicable Transaction Fee and other charges (if any).
- (xi) The User acknowledges and understands that the completion of Transactions for transfer of funds based on the User's instruction shall involve various counterparties. The User accepts and agrees that neither KaHa nor YBL shall be held liable or responsible for any delays/deficiencies in settlement of a Transaction due to system constraints, actions of third-parties or any other circumstances outside the control of KaHa and/or YBL.
- (xii) The User agrees and confirms that regulatory authorities (including RBI and NPCI) and YBL have the right to call for logs, proofs, user details or documents necessary at any time on account of audit, compliance, regulatory or legal requirements and the User hereby authorizes KaHa to comply with all such requests of YBL or such regulatory authorities. Further, where KaHa requires such abovementioned details from the User, the User hereby undertakes to furnish the same within 2 business days from the date of such request being made. Where User fails to furnish the documents requested within the stipulated time, KaHa may suspend the UPI Facility for the User.

6.6. **Other Terms and Conditions**

- (i) The User hereby agrees and confirms that KaHa reserves the following rights (in accordance with the Regulatory guidelines): (i) recover, deduct and/or set off from settlement of funds due to the User; or (ii) Recover any of the following amounts from the User: a) the amount of any refunds issued/due to the User; b) Amounts due from the User for invalid transactions (including Chargeback and related losses); c) any fees or charges; d) fees or penalties or fines imposed by and any other regulatory / competent authority/compliances/agencies/ banks etc. for violation of applicable Rules and Regulations or acts or omissions or Chargeback; e) government charges or tax claims; f) Over payment due to errors or otherwise; g) Extra costs incurred for the User or User transactions related to UPI services, incurred after termination of this agreement; and h) any other amounts due from the User to KaHa.
- (ii) KaHa, at its sole discretion, reserves the exclusive right to block, temporarily or permanently, virtual payment address(es) of the User, if it identifies that the username or words used in the virtual payment address(es), as misleading, offensive, prohibited, promotional or brand-names, trademark or copyright pertaining to any third party, with or without prior intimation to the User, for which KaHa shall not be held liable or responsible in any manner whatsoever.
- (iii) KaHa and/or YBL shall not be held liable for any loss suffered by the User due to disclosure of the personal information to any service provider or third party by YBL or KaHa, for reasons including, but not limited to, participation in any telecommunication or electronic clearing network, in compliance with any legal or regulatory directives, for statistical analysis or for credit rating or for any legal or regulatory compliance.
- (iv) User also agrees that, if his bank account is closed/ blocked pursuant using the UPI Facility, for any reason whatsoever, User shall settle the issue directly with his bank and shall not hold KaHa responsible for the same.
- (v) THE USER ACKNOWLEDGES THAT THE UPI FACILITY (AND THE SERVICES THEREUNDER) OFFERED BY KAHA SHALL BE AVAILED BY HIM AT HIS OWN RISK. THE USER ACKNOWLEDGES THAT THE UPI FACILITY MAY NOT BE UNINTERRUPTED, ERROR FREE OR MALICIOUS CODE FREE AND KAHA DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE. KAHA DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT THE UPI SERVICES WILL BE PROVIDED UNINTERRUPTED OR FREE FROM ERRORS OR IT IS FREE FROM ANY VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, PROGRAM OR MACRO. KAHA DOES NOT REPRESENT OR WARRANT THAT NPCI, YBL, YBL'S SERVICE PROVIDERS AND ANY OTHER COUNTERPARTIES' IN THE UPI FACILITY WILL PROVIDE THE UPI FACILITY UNINTERRUPTED OR FREE FROM ERRORS OR FREE FROM ANY VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE, PROGRAM OR MACRO.
- (vi) The User confirms that KaHa's sole obligation in the event of interruption in the UPI Services shall be to use all reasonable endeavours to restore the said services as soon as reasonably possibly.

- (vii) THE USER UNDERSTANDS THAT KAHA IS A MERE FACILITATOR IN PROVIDING THE UPI SERVICES AND THE USER AGREES AND CONFIRMS THAT KAHA SHALL NOT BE LIABLE TO THE USER FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER CAUSED OR ARISING, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION, AS A RESULT OF LOSS OF DATA; ERROR, DEFECT, FAILURE, INTERRUPTION OR STOPPAGE OF THE USER'S ACCESS TO AND/OR USE OF THE UPI FACILITY; NON-AVAILABILITY OF CONNECTIVITY BETWEEN THE KAHA'S SOFTWARE AND THE YBL'S SOFTWARE, PERFORMANCE OF ANY SERVICE BY A THIRD PARTY INVOLVED IN THE PROCESS; OR FOR ANY LOSS OR DAMAGE INCURRED OR SUFFERED BY USER ARISING OUT OF DELAYED FUND TRANSFER; DELAY IN TRANSMISSION DELIVERY OR NON-DELIVERY OF ONLINE/ELECTRONIC INSTRUCTIONS OR ANY MISTAKE, OMISSION OR ERROR IN TRANSMISSION OR DELIVERY THEREOF OR IN DECRYPTING THE INSTRUCTIONS FROM ANY CAUSE WHATSOEVER OR FROM ITS MISINTERPRETATION; TECHNICAL GLITCH; LEGAL RESTRAINTS; INACCURATE INFORMATION PROVIDED BY THE USER; INCORRECT FUND TRANSFER DUE TO HACKING, VIRUS OR OTHER MALICIOUS, DESTRUCTIVE OR CORRUPTING CODE IN THE SOFTWARE.
- (viii) The User shall be liable for all loss if he has breached this EULA and other applicable terms & conditions or contributed or caused the loss, by negligent actions or a failure on his part to advise KaHa or Bank within a reasonable time about any unauthorized access made on his behalf in the Software.
- (ix) In consideration for provision of the UPI Facility to the User, the User hereby undertakes and agrees to pay KaHa the Transaction Fee and indemnify, protect from liability, save, keep harmless and keep indemnified KaHa, YBL, YBL's service providers/third-parties, including their officers, directors and agents (and their successors and assigns), hold them harmless, protect from liability, and keep KaHa, YBL, YBL's service providers including their officers, directors and agents at all times fully indemnified and held harmless and keep them fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, Chargebacks, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of: (i) Breach or violation or non-performance by the User of its undertakings, warranties, covenants, declarations, provisions or obligations contained herein; or (ii) Any act of omission or misconduct or fraud of the User; or (iii) Any hacking or lapse in security by the User; or (iv) Any act, deed, omission or non-performance on the part of the User including any act, commission or omission, negligence, fraud, forgery, dishonesty, money laundering, misconduct or violation of any of the terms and conditions; the breach of this EULA; or (v) Any improper/fraudulent instructions purporting to be received from the User and/or for furnishing incomplete or incorrect/false information; or (vi) Any claim, penalties, fines, assessments, levies etc. from statutory authority or NPCI or other banks because of the act or omission of the User; or (vii) Any dispute or litigation caused by User's actions or omissions.
- (x) The User understands that all information provided by the User (including but not limited to secured credentials or sensitive information such as User's MPIN, Account details, Debit card Number, Expiry date, OTP, etc) for making a Transaction will be captured, encrypted and stored by NPCI and YBL as per the construct and requirement of NPCI. Therefore, the secure mechanism or interface will be extended by NPCI through UPI Services to YBL in encrypted manner. The User fully understands that due to access of the User to the UPI Facility, NPCI, YBL and YBL's service providers may create or generate database in respect of User for which the each of them shall be bound by confidentiality obligations and all such databases maintained such shall be governed by their respective privacy policy. THE USER UNDERSTANDS AND AGREES THAT KAHA HAS NO CONTROL OVER SUCH DATABASES AND OTHER INFORMATION COLLECTED, STORED, MAINTAINED OR USED BY NPCI, YBL, YBL'S SERVICE PROVIDERS OR ANY OTHER PERSON NOT UNDER THE DIRECT CONTROL OF KAHA. THE USER SHALL NOT HOLD KAHA LIABLE AND HEREBY RELEASES KAHA FROM ALL CLAIMS, LOSSES, EXPENSES, INJURIES INCURRED BY THE USER, FOR ANY ACTIONS AND/OR OMISSIONS OR BREACH OF PRIVACY, DIVULGENCE OR LEAKAGE OF CONFIDENTIAL INFORMATION BY YBL, YBL'S SERVICE PROVIDERS/THIRD-PARTIES, THE NPCI OR ANY OTHER PERSON NOT UNDER THE DIRECT CONTROL OF KAHA.

7. THIRD-PARTY CONTENT, INTEGRATION

- 7.1 The Software incorporates and/or makes use of certain third-party codes, content, services, libraries and/or other material ("**Third-party Content**") under licenses governing the terms of use of those Third-party Content. Specifically, such Third-Party Content includes content from Google and Facebook companies. Your use of Google Maps will be subject to their current [Terms of Service](#) and the data so

collected by Google Maps shall be subject to [Google Privacy Policy](#). Except for the limited access that the Software provides to the interface for some Third-party Content, You are restricted from accessing, downloading or in any way using such Third-party Content and the You undertake to abide with the restrictions enumerated in Clause 3 of this EULA for such Third-party Content.

7.2 The Software may provide you with settings / options to link/integrate some of the features and data in the Software with other Third-party mobile applications (for example Apple Health/Google Fit). Upon your opting for such linkage/integration, KaHa will share all relevant data that has been collected by KaHa from the Software, with such third party mobile application. The User is voluntarily integrating such information and KaHa is not responsible for any malfunction, data loss / modification or any other issue that may be faced by the User upon such linkage/integration and the User is solely responsible for the same.

7.3 Where the Software provides links/integration to access or otherwise use third-party websites/mobile applications, You understand and acknowledge that KaHa has no control over such third-party websites/mobile applications or the information collected or used by such third-party and KaHa's Privacy Policy does not apply in such cases. Your use of such third-party sites/mobile applications is solely at Your own risk and may be subject to the terms and conditions imposed by such third-parties. KAHA DOES NOT WARRANT OR ENDORSE SUCH THIRD-PARTY SITES/MOBILE APPLICATIONS AND SHALL NOT BE RESPONSIBLE IN ANY WAY WHATSOEVER FOR THE SAME.

8. CONSENT TO COLLECTION AND USE OF DATA

To set up and provide the solutions and functionalities on the Software, KaHa collects and uses, Yours and of the persons nominated by You (if any), personal information, technical data and data concerning usage of the Software. KaHa may also collect the personal information of all contacts available on your phone to suggest nominees to You who are already part of the COVENET® Network. Further, all Users are part of the COVENET® Network, and during an SOS alert by a COVENET® Network User, the Company may use your smart wearable device to collect publicly broadcasted technical data of other devices near You. KaHa values Your privacy and will only collect, process, copy, backup, store, transfer and use personally identifiable information in connection with Your use of the Software, in accordance with the terms and conditions of [KaHa Privacy Policy](#) (available on Company's Website <http://coveiot.com/>). By entering into this EULA, or using the Software, You agree to KaHa Privacy Policy and to the collection, processing, copying, backup, storage, transfer and use of such data collected by KaHa, Associated Parties and its service providers, in, from and to the United States, Europe, or other countries or jurisdictions potentially outside of Your own as part of the Software.

9. CARRIER CHARGES

You recognize that You are responsible for paying all roaming charges, data charges, text message (SMS) charges, plan charges, and any other possible charges that result because of the use of Software on Your mobile phone. You agree to pay all charges to your carrier and that KaHa is NOT responsible for paying any charges You incur from your carrier.

10. TERMINATION

This EULA is valid and effective until terminated. You may terminate this EULA and any document referred herein, by uninstalling the Software. Your license and other rights under this EULA will terminate automatically or otherwise cease to be effective without notice from KaHa if you fail to comply with any term(s) of this EULA. Without limiting the foregoing, KaHa may terminate this EULA or suspend your use of the Software without prior notice, at any time and for any reason, including without limitation, (i) Your infringement of Intellectual Property Rights of KaHa or a Person associated with KaHa, (ii) Your conduct that KaHa believes is harmful to other users. Upon the termination of this EULA, You shall cease all use of the Software.

11. DISCLAIMER OF WARRANTIES

11.1. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, KAHA DOES NOT OFFER ANY EXPRESS OR IMPLIED WARRANTY ON THE SOFTWARE OR SERVICES PROVIDED BY IT. THE SOFTWARE IS PROVIDED TO YOU "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" AND KAHA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, AND KAHA DISCLAIMS ALL REPRESENTATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, KAHA MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE SOFTWARE'S USE OR

PERFORMANCE AND DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL ASSIST YOU OR ANOTHER PERSON IN DISTRESS OR ACHIEVE ANY FITNESS OR OTHER GOALS. KAHA DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES AS REGARDS THE ACCURACY OR COMPLETENESS OF THE DATA COLLECTED FROM AND/OR DISPLAYED IN THE SOFTWARE INCLUDING, WITHOUT LIMITATION, FOR SAFETY NOTIFICATION FEATURE, ELECTROCARDIOGRAM FEATURE, HEART RATE MONITORING FEATURE, WALLET TRACKING FEATURE, SLEEP TRACKING FEATURE, FITNESS FEATURE, OR ANY OTHER FEATURE AVAILABLE ON THE SOFTWARE. NEITHER KAHA NOR ANY ASSOCIATED PARTY REPRESENTS, GUARANTEES OR WARRANTS, THAT THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, THE NOTIFICATION FEATURE) WILL WORK AS EXPECTED OR RESPOND IN A SITUATION OF DISTRESS ACT SO AS TO ENSURE YOUR OR ANOTHER COVENET® NETWORK USER'S SAFETY OR THAT THE SOFTWARE WILL KEEP YOU SAFE. NEITHER KAHA NOR ANY OTHER PERSON ASSOCIATED WITH KAHA REPRESENTS, GUARANTEES OR WARRANTS THAT THE SOFTWARE WILL BE ACCESSIBLE, OR WILL OPERATE TO RESCUE YOU OR ANOTHER SOFTWARE USER, OR AMELIORATE ANY SITUATION OR CIRCUMSTANCES THAT MAY ARISE OR NECESSITATE THE USE OF THE SOFTWARE.

- 11.2. KAHA DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR MALICIOUS CODE FREE, OR MEET YOUR REQUIREMENTS, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES. INSTALLATION OF THIS SOFTWARE MAY AFFECT THE AVAILABILITY AND USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES.
- 11.3. YOU FURTHER ACKNOWLEDGE THAT THE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, MONETARY LOSSES OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
- 11.4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY KAHA OR KAHA'S AUTHORIZED REPRESENTATIVE SHALL CREATE A GUARANTEE OR WARRANTY. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- 11.5. KAHA DOES NOT ENDORSE THE GOALS, TARGETS AND SUGGESTIONS (together referred to "**SUGGESTIONS**") PROVIDED IN THE COURSE OF USE OF THE SOFTWARE AND ALL SUCH SUGGESTIONS ARE BASED ON GENERAL GUIDELINES AND DO NOT TAKE INTO ACCOUNT PERSONAL ASPECTS SUCH AS YOUR AGE, YOUR PHYSICAL CONDITION OR ANY SPECIFIC HEALTH ASPECTS PERTAINING TO YOU. **PLEASE CONSULT YOUR DOCTOR AND OTHER RELEVANT PERSONS BEFORE TAKING ANY ACTION ON THE BASIS OF ANY SUGGESTIONS PROVIDED IN THE SOFTWARE.** FURTHER, KAHA RECOMMENDS THAT YOU OBTAIN MEDICAL ADVICE AND ENSURE THAT YOU FOLLOW ALL PRESCRIBED SAFETY GUIDELINES BEFORE ENGAGING IN FITNESS OR OTHER PHYSICAL ACTIVITIES.
- 11.6. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SOFTWARE IS NOT A SUBSTITUTE OR REPLACEMENT TO YOUR SAFETY, FITNESS OR ANY OTHER SOFTWARE'S FEATURES RELATED SAFEGUARDS, AND YOU ARE RESPONSIBLE FOR IMPLEMENTING SAFEGUARDS APPROPRIATE TO YOUR NEEDS IN THE EVENT THAT AN ERROR/ISSUE IN THE SOFTWARE OCCURS AND LIMITS YOUR USAGE OF THE SOFTWARE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF THE SOFTWARE AND SERVICES AND OTHER INFORMATION PROVIDED BY SOFTWARE OR GENERALLY AVAILABLE. WE DO NOT AUTHORISE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.
- 11.7. If you have a dispute with a Merchant or any other Party(ies) in relation to UPI Facility, You hereby release KaHa and its affiliates, partners, associated third-parties, Bank, (and their respective successors and assigns) and each of their respective officers, directors, agents and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

11.8. Where a country/jurisdiction does not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, then the exclusions and limitations mentioned in this EULA shall be applied to You to the maximum extent permissible by law.

11.9. KaHa shall be absolved from all liabilities, if there is a *force majeure* event (or any other reason or event beyond the actual or reasonable control of KaHa), or the User breaches this EULA, or there are legal restraints in providing the Software to the User. A Force Majeure Event is any event that is beyond the actual or reasonable control of KaHa and includes without limitation, earthquakes, any natural event or disaster, any act of God, riots, war, hostilities, terrorism, strike, lockout or other industrial action, computer system malfunction or failure (regardless of cause), any third-party interference with a computer system, error, failure, interruption, delay or non-availability of any goods or services supplied to KaHa by a third party.

12. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE, SHALL KAHA, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE TO ANY PERSON FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURY, DEATH, CORRUPTION, LOSS OF ANY ECONOMIC INTERESTS, LOSS OF PROFITS OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, EVEN IF KAHA HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. KAHA'S AGGREGATE LIABILITY (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) TO YOU UNDER THIS EULA (1) FOR A SUBJECT MATTER IN CONNECTION WITH THE UPI FACILITY SHALL NOT EXCEED THE AMOUNT OF THE RELEVANT TRANSACTION(S) THAT THE USER HAS PAID ON WHICH THE DISPUTE HAS BEEN RAISED BY THE USER, AND (2) FOR ALL OTHER SUBJECT MATTERS, SUCH AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT OF FEE PAID BY THE USER TO KAHA FOR USING THE SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR SINGAPORE DOLLARS TWO (OR ITS EQUIVALENT IN ANY OTHER CURRENCY), WHICHEVER IS LESS.

13. INDEMNIFICATION

13.1. In consideration for provision of the Software to You, You hereby agree to indemnify, defend, protect from liability and hold harmless KaHa and its affiliates, partners, associated third-parties, other Users of the COVENET® Network (and their respective successors and assigns) and each of their respective officers, directors, agents and employees (the "**Indemnified Parties**") from and against any claims, suits, demands, losses, damages, fines, penalties, interests, expenses and causes of action (including without limitation, fees for attorneys and other professional advisors) for any injury, loss or damage of any kind caused by, arising out of or in connection with the following:

- (i) Your access to, modification or use of the Software or its services;
- (ii) Your breach of this EULA;
- (iii) Your violation of law;
- (iv) Your misrepresentation, impersonation, negligence, fraudulent, or wilful misconduct;
- (v) any incorrect or incomplete information provided by You;
- (vi) any hacking, release of malware or trojans by You or Your principal, agent or representative or any Person working under Your instructions; or
- (vii) Your breach of confidentiality or sharing of Your username or passwords;
- (viii) Your infringement of any intellectual property or misappropriation of any proprietary right or trade secret of any person or entity.

13.2. KAHA HAS NO RESPONSIBILITY FOR, AND YOU WILL INDEMNIFY AND HOLD HARMLESS KAHA FROM, ALL CLAIMS, SUITS, DEMANDS, AND PROCEEDINGS ALLEGING, CLAIMING, SEEKING, OR ASSERTING, ANY LIABILITY, LOSS, OBLIGATION, RISK, COST, DAMAGE, AWARD, PENALTY, SETTLEMENT, JUDGMENT, FINE, OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THOSE THAT (i) COULD HAVE BEEN PREVENTED BY DEPLOYMENT OF FAILSAFE OR FAULT-TOLERANT FEATURES TO THE HIGH RISK SYSTEM, (ii) ARE BASED ON A CLAIM, ALLEGATION, OR ASSERTION THAT THE FUNCTIONING SAFETY OR FITNESS OF A USER DEPENDS OR DEPENDED ON THE FUNCTIONING OF THE SOFTWARE OR THAT THE FAILURE OF THE SOFTWARE CAUSED ANY HARM TO AN INDIVIDUAL.

13.3. These obligations will survive any termination of the EULA. KaHa shall give a notice to You of any claim that arises out of this EULA, and such payment shall become due and payable upon receipt of the claim notice by You. Any delay in making the claim or giving the notice by KaHa does not relieve You of Your obligations under this clause.

14. MISCELLANEOUS

14.1. Controlling Law and Severability

- (i) All disputes arising out of or relating to this Agreement or its subject matter will be governed by the substantive laws (excluding its conflicts of law principles): (a) of the State of Karnataka, India if Your dispute or claim is related to UPI Services or UPI Facility on the Software and Courts of Bangalore, Karnataka shall have exclusive jurisdiction to try all such disputes; (b) of Singapore, for all other disputes and claims and the Courts of Singapore shall have exclusive jurisdiction to try all such disputes. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. A person who is not a party to this EULA shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.
- (ii) All of the provisions of this Agreement shall be considered as separate terms. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.
- (iii) We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. For all claim proceeds in court we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

14.2. Entire agreement, Waiver, Assignment and Governing Language

- (i) This EULA, including all documents incorporated herein by reference, constitutes the entire agreement between You and KaHa relating to the Software and supersedes and cancels any prior, other or contemporaneous communication, understandings, representation or advertising whether oral or written, on the subjects herein. No terms or conditions of any other document of Yours will govern the transactions contemplated by this EULA. No amendment to or modification of this EULA will be binding on KaHa unless such modification is by a written addendum issued by a duly authorized representative of KaHa.
- (ii) KaHa shall not be deemed to have waived off any of its rights under this EULA unless such waiver is in writing, signed by an authorised representative of KaHa, specifically referencing this EULA and the provision(s) herein to be waived. Delay or omission by KaHa in exercising or enforcing any right under this Agreement shall not operate or constitute a waiver of such right or provision. A waiver on any one occasion shall not be construed as a waiver of any right or remedy for any future occasion.
- (iii) Where any translation of this EULA has been done for local requirements, then in the event of an ambiguity arising between the English and any non-English versions, this English version of EULA shall govern.
- (iv) KaHa may assign this Agreement, in whole, at any time without Your prior consent.

14.3. Notices

All notices, requests, demands and determinations for KaHa under this Agreement (other than operational communications) shall be sent via electronic communication to contact@coveiot.com, with subject as “Attn: Legal Dept. – Legal Notice”.

14.4. Modification or Amendment of EULA

KaHa may modify or amend the terms of this EULA or the Privacy Policy by posting an updated version of the EULA or the Privacy Policy on its website and Software. The updated version of the EULA or the Privacy Policy shall take effect immediately upon posting. You will be deemed to have agreed to any such updated version by Your decision to continue using the Software following the date and time on which the updated version was posted on the Software or KaHa’s website.