

Terms & Conditions for ERP Plugin

These terms and conditions (“Terms and Conditions”) shall govern the use of Bank Plugin (defined below) offered by Takneeki.Inc and Powered by ICICI Bank Limited (“ICICI Bank”) with its registered office at **Landmark Race Course Circle, Vadodara 390007** and its corporate office at **ICICI Bank Towers, Bandra Kurla Complex, Bandra, Mumbai, 400051** and the Customer (defined below). These Terms and Conditions shall be in addition to any other terms as stipulated by Takneeki.Inc from time to time on its Website (defined below) whether pertaining to the Bank Plugin (defined below) or in relation to other products like current accounts, services or offers provided by Takneeki.Inc.

In case of any inconsistencies between these Terms and Conditions and the terms and conditions stipulated in relation to other products, services and offers of Takneeki.Inc.

I. DEFINITIONS:

For the purpose of these terms and conditions, these terms shall have the following meanings ascribed to them:

1. "Affiliate" means and includes:

- any company which is the holding or subsidiary company of Takneeki.Inc, or
- a Person under the Control of or under common Control with Takneeki.Inc, or
- any Person, in 26% or more of the voting securities of which, Takneeki.Inc has a direct or beneficial interest or Control.

For the purpose of the definition of Affiliate, "Control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever and "Person" means any individual, company, firm, corporation, a partnership, trust or any other entity or organization or other natural or legal person.

2. "Corporate Internet Banking"/ "CIB" refers to ICICI Bank's corporate internet banking platform.
3. "InstaBIZ" refers to ICICI Bank Mobile Banking application developed by ICICI Bank and whose intellectual property rights are vested with ICICI Bank.
4. "ERP Platform" or "Enterprise Resource Planning Platform" means the business process management software of any enterprise resource planning software Provider.
5. "Customer" or "ERP User" means a customer of ICICI Bank having a current account with ICICI Bank and availing of CIB and / or InstaBIZ who is also a licensed user of the ERP platform in concern (for which the plugin is developed by the Takneeki.Inc).
6. "Bank Plugin" means an extension software program which provides additional features to the host program without altering the host program itself. In this case the plugin will be an extension to the customers' ERP software (Ex – Tally and Busy). The plugin will be able to establish a connection between the customers' ERP software and their CIB platform / InstaBiz Application and through this Plugin, the customer will be able to initiate payment instructions to CIB from within their ERP software. The plugin is developed and maintained by the Takneeki Inc. on ERP Plugin Onboarding Platform.
7. "Bank Plugin Onboarding Platform" or "Plugin Onboarding Platform" or "Onboarding Platform" refers to a platform www.bankplugin.com hosted on Takneeki.Inc cloud server; developed, operated and maintained by Takneeki, for the purpose of registration of customers who are interested in availing the service of Bank Plugin for their ERP platform.
8. "Services" refers to the payment, collection, Balance fetch and reconciliation functionalities of the Plugin and the Plugin itself, offered on the Bank Plugin Onboarding Platform.

9. "Payment Instructions" means the payment instructions given by the Customer to Takneeki.Inc on the Bank Platform through the Plugin.

II. INTERPRETATION

For the purpose of these Terms, a reference to:

- an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly; an "authorization" or "approval" includes an authorization, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
- "law" includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application or thereafter and each as amended from time to time.
- the singular includes the plural (and vice versa);
- the headings in these Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;
- reference to the words "include" or "including" shall be construed without limitation;
- reference to a gender shall include references to the female, male and neuter genders;
- all approvals, permissions, consents or acceptance required from Takneeki.Inc for any matter shall require the prior, written approval, permission, consent or acceptance.
- in the event of any disagreement or dispute between Takneeki.Inc and the Customer regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of Takneeki.Inc as to the materiality of any of the foregoing shall be final and binding on the Customer.

III. ACCEPTANCE OF TERMS AND CONDITIONS:

Upon registering on the Bank Plugin onboarding Platform for availing the Services, the Customer agrees to abide by these Terms and Conditions. The Customer/s hereby agree to link their ERP Platform with ICICI Bank's CIB and / or Insta BIZ platform through the Plugin offered by Takneeki.Inc.

On accepting these Terms and Conditions, the Customer/s hereby declare, confirm and agree that Takneeki.Inc and/ or its authorised representative may contact such Customer/s via, including but not limited to, calls, SMSs, email, social media etc. through their registered phone number/s and email address/es.

IV. GENERAL TERMS AND CONDITIONS:

1. Customers acknowledges that they are responsible for ensuring the accuracy of information provided to us. Information includes but is not limited to, beneficiary name, account number, IFSC code and beneficiary details sent to Takneeki.Inc through the Plugin.
2. Transaction limits and timelines for different modes of transactions will be applicable as per CIB limit and SOC of ICICI Bank Current Account.
3. Authorization workflow and limits will be applicable as per authorization matrix defined for the Customers' current account with ICICI Bank
4. The Customers shall bear goods and services tax and any other statutory levies as may be applicable from time to time.

5. The Customer/s hereby acknowledges that all the payment and collection instruction initiated by such Customer/s on their ERP Platform shall be transmitted to ICICI Bank through Takneeki.Inc and the Plugin; and the status of the same shall be updated to Takneeki.Inc and when the transactions initiated on ERP and transmitted to ICICI Bank are completed.
6. The Customer/s hereby authorize Takneeki.Inc to accept and act upon any and all payment and collection instructions initiated on their Bank Plugin Platform and / or received by ICICI Bank through the Bank Plugin as though the same were given through CIB/ InstaBIZ by the authorized users of the respective registered account of the Customer/s on CIB/ InstaBIZ.
7. The Customer/s agree to defend, hold harmless and indemnify Takneeki.Inc, its Prop, directors and employees, representatives, agents and/or its Affiliates, as the case may be, at their own expense, without any delay or demur against any and all suits, costs, claims, proceedings counter claims, actions, losses, damages, liabilities, demands, expenses (including, without limitation, attorney's fees and court costs) whatsoever which Takneeki.Inc may suffer / incur arising out of or in relation to:
 - a. Takneeki.Inc executing any instructions of the authorized users received by Takneeki.Inc through the Bank Plugin.
 - b. Takneeki.Inc acting on or omitting or refusing to act on any instructions given by such Customer/s or otherwise for use of the Services; or
 - c. failure to provide the Services or any delay in providing the Services due to any failure, issue, error or discrepancy in the technology network of Takneeki.Inc and/or any service provider and/or;
 - d. Such Customer/s permitting any third party to use/ avail the Services;
 - e. breach of any intellectual property rights of Takneeki.Inc or any confidentiality obligations.
 - f. any defect in any goods or services supplied;
 - g. the malfunction of any computer terminal;
 - h. acts done by Takneeki.Inc on the instruction by any person impersonating as a Customer;
 - i. the exercise by Takneeki.Inc of its right to terminate the Bank Plugin and / or the Plugin Onboarding Platform and /or its agreement concerning the same;
 - j. any injury to the credit character and reputation of the Customers alleged to have been caused by the closure of the Bank Plugin and / or Bank Plugin Onboarding Platform or the Banks agreement concerning the same;
8. Customer/s hereby agree and authorize Takneeki.Inc to share their personal information (address, email ID, corporate ID, user ID, ICICI Bank account number and mobile number, all registered with ICICI Bank) with third party service provider for the purpose of registering such Customer/s as a user of the Plugin on the Bank Plugin On-boarding Platform. Customer/s further agree that once the abovementioned personal information is shared by Takneeki.Inc, the usage of such personal information by third party service provider shall be governed by the privacy policy and terms and conditions. Takneeki.Inc shall have no liability or responsibility whatsoever for any misuse/ usage, or any loss, harm or damage arising to such Customers/ any other person from the usage, misuse of such data in any manner whatsoever, by Third Party Service Provider or any other person.
9. The Customer/s hereby accept and agree that, all acts done, actions made and activities taking place on ERP Platform shall be governed by the terms and conditions and privacy policy of ERP Platform. Takneeki.Inc does not control or endorse the same or any other services provided/ product sold on the ERP Platform and bears no responsibility or liability pertaining to or arising from such products/ offers/ policies or the non-delivery/ untimely delivery thereof. All such products/ services/ offers shall be at the sole discretion and liability of the ERP Software Provider, whether or not the same is available

through any platform of Takneeki.Inc. Any disputes arising in relation to the services/ products provided on the ERP Software shall be settled with the ERP Software Provider without reference to Takneeki.Inc in any manner whatsoever. In case of any inconsistency between these Terms and Conditions of the Plugin; and the terms and conditions and/ or privacy policy of the ERP Software Provider, these Terms and Conditions of the Bank Plugin shall prevail.

10. In no event shall Takneeki.Inc be liable to the Customer/s for any special, incidental, indirect, punitive or consequential damages whatsoever (including, without limitation, damages of loss of goods or services, loss of business profits, business interruption, loss of information, or any other pecuniary loss) arising out of the use of, or inability to use or access of the Bank Plugin or for any security breach or any virus, bug, unauthorized intervention, defect, or technical malfunctioning of the Plugin and/or Takneeki.Inc systems, whether or not foreseeable and whether or not Takneeki.Inc have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out, of or in connection with, the customer's use of, or access to, the Plugin . Further, Takneeki.Inc shall not be liable to the Customer/s for any temporary disablement, permanent discontinuance of the Services by Taneeki.Inc or the Third Party Service Provider or for any consequences resulting from such actions.

V. FEES AND CHARGES:

- Takneeki.Inc shall charge Rs 5000+ 18% GST till 30Th July 2021 and post that Rs 10,000+18% GST as a one-time payment from the Customer for the Services at the time of the purchase of the Bank Plugin and Annual renewal fees of Rs 1500+18% GST. The Customer understands that Takneeki.Inc may at any time, without any notice, revise the charges and the Customer shall have to refer the Onboarding Platform for any updated charges.
- Transaction charges for different modes of payment and collection transactions will be applicable as per SOC of the current account of the customer with ICICI Bank and charges mentioned on Bank Plugin onboarding portal;
- For E-Collection integration setup charges and transaction charges for different modes of transactions will remain the same as agreed by the customer on CIB and /or InstaBIZ at the time of E-Collection client code creation.
- The Customer/s hereby authorize ICICI Bank to auto-debit the Fee from their current account with ICICI Bank towards payment of the Fee for "E-Collection" integration.
- Any payment made towards the purchase of the Bank Plugin **SHALL BE NON-REFUNDABLE.**

VI. DISCLAIMER:

- The Customer understands that all Payment Instructions shall be relayed to Takneeki.Inc through the Bank Plugin and through third party service providers. Takneeki.Inc shall solely act on the information provided to Takneeki.Inc by the third party service providers in relation to the Services. Takneeki.Inc disclaims all liability in relation to execution of Payment Instructions.
- If a purchase is made on the Bank Plugin Platform and the purchaser does not have a current account with an active CIB or InstaBiz access, Taneeki.Inc shall not be liable to refund the amount for the Bank Plugin. The purchaser shall ensure that they meet the requirements under these Terms and Conditions to be a Customer before making a purchase.
- The Customer understands that the Bank Plugin is being brought by Takneeki.Inc powered by ICICI Bank, a proprietorship firm registered under the Companies act, 2013 having its registered office at C3-1603, Spring Meadows, GH-07A, Tech Zone IV, Greater Noida West, Gautam Buddha Nagar, Uttar Pradesh, 201306 and other third party service providers. The Customer understands that the aforementioned third parties may provide additional terms and conditions for the use of the Bank Plugin. Customer shall be responsible for checking for and compliance with such additional terms and conditions.

- Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of Takneeki.Inc / third party. Takneeki.Inc makes no representation about the quality, delivery, usefulness or otherwise of the goods / services offered by the third party. Misuse of any intellectual property, or any other content displayed herein is strictly prohibited.
- The Bank Plugin and the Services are being provided on an “as is” basis and Takneeki.Inc specifically disclaims all implied warranties of merchantability, fitness for a particular purpose and non- infringement.

VII. TERMINATION:

The Customer understands that the access of the Customer to the Services shall be automatically terminated in the event the current account of the Customer/access to CIB or Instabiz is terminated/freezed by ICICI Bank and Takneeki.Inc.

VIII. MISCELLANEOUS:

- All information provided by the Customer/s to Taneeki.Inc are true and correct. Customer/s shall promptly notify Takneeki.Inc on the occurrence of any event which any information being untrue or incorrect.
- Takneeki.Inc reserves the right to modify, withdraw or discontinue the provision of Services without assigning any reasons whatsoever. Neither anything contained in these Terms and Conditions, nor shall provision of the Services and/ or the Plugin and / or the Bank Plugin Onboarding Platform be construed as an obligation on Takneeki.Inc to continue the provision of the Services and/ or the Plugin.
- In all matters relating to this the Services and/ or the Plugin, the decision of Takneeki.Inc shall be final and binding. These Terms and Conditions shall be governed by the laws of India and any disputes shall be referred to the exclusive jurisdiction of Delhi.
- The Customer/s agree that Takneeki.Inc reserves the right to change any of these Terms and Conditions without giving any prior notice or intimation in this regard. Any changes to these Terms and Conditions shall be as may be hosted by Takneeki.Inc on www.bankplugin.com.
- Takneeki.Inc may assign, in whole or in part, the benefits or obligations of these Terms and Conditions to its Affiliates, or any other company, for the reasons including but not limited to pursuant to a restructuring or re-organization or demerger of its organization or operations causing a change in management or any other reason whatsoever. Takneeki.Inc shall not require approval or consent of the Customers for assigning rights and obligations and shall at their own discretion provide an intimation of such assignment to the Customers.
- The Customers shall not assign, in whole or in part, the benefits or obligations of this by Takneeki.Inc if issued to her/him.
- Unless otherwise expressly stated, failure to exercise or delay in exercising a right or remedy, hereunder shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy, hereunder shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- If any provision hereunder becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any court/tribunal of competent jurisdiction holds any of the provisions, hereunder unlawful or otherwise ineffective, the remainder shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision reflecting the intent of the provision so substituted.

- Customers shall act in good faith at all times in relation to all dealings with Takneeki.Inc.
- Customers agree to be vigilant regarding the payment transactions happening through their Bank Plugin Platform integrated with the ERP and shall intimate Takneeki.Inc any misuse, fraud or theft, as soon as the same is discovered by her/him.