

TERMS OF SERVICE

FLIPSTACK TECHNOLOGIES PRIVATE LIMITED (MULYA)

Last Updated - 31-Jul-2022

1. Introduction

These Terms of Service (“Terms”, “Terms of Service”) govern your use of the Mulya Services (together or individually “Service”) operated by Flipstack Technologies Private Limited (interchangeably “Company”, “we”, “our”, “us”, “Mulya”, which shall, to the extent permitted by all Applicable Laws, include Flipstack Technologies Private Limited and its Group Companies, affiliates, partners, Service Providers, subsidiaries and parent company).

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our services.

Your agreement with us includes these Terms and our Privacy Policy (“Agreements”). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at support@mulya.co so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

By opening a Mulya Account or accessing or using any part of the Services, you (the “Customer”, “Merchant”, “you”/ “your”, “any authorized user”) accept, and agree to become bound by these Terms and Conditions. In particular, in you agree to be bound by the Jurisdiction Specific Terms that are relevant to the Account Jurisdiction (as specified Section 3.1 below) that you contract with. Besides, you also agree to comply with and be bound by the Privacy Policy and Cookies Policy and such other policies and guidelines, notices, circulars and announcements from time to time issued by us to you, all of which shall form part of these Terms and Conditions.

Notwithstanding that we may notify you of any major changes we made to these Terms and Conditions electronically, you shall be responsible for regularly reviewing these Terms and Conditions. At any time, you can view our current Terms and Conditions on our Website and/or applications. All amendments, supplements and revisions shall be effective upon publication on our Website and/or applications. When you use the Services after our publication of any such amendment, supplement or revision, you are deemed to have read and agreed to the latest version of our Terms and Conditions, Privacy Policy, Cookies Policy and such other policies and guidelines, notices, circulars and announcements from

time to time issued by us to you. If you do not agree to such amendments, supplements or revisions, you shall close your Account and stop using any of the Services.

These Term and Conditions shall be effective and legally binding on the date when (a) Customer creates an Account, affirmatively accepts the Agreement in writing or electronically; or (b) otherwise uses the Services. Subsequently, these Terms and Conditions shall be continued until your termination of use of the Account or the Services. Your acceptance of these Terms and Conditions shall serve as confirmation that you fully understand and accept to all the provisions in these Terms and Conditions. If you do not understand any of these Terms and Conditions, you are advised to obtain independent legal advice.

You acknowledge that you and your use of our Services shall be subject to all mandatory provisions of the Applicable Laws. You shall solely be responsible for understanding and complying with any and all laws, rules and regulations of your home country and the Account Jurisdiction that may be applicable to you in connection with your use of our Services, which shall include, without limitation, laws governing payment services, anti-money laundering or anti-terrorist financing requirements, consumer protection, data protection laws, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency exchange or licensing.

Our obligations under this Agreement shall be conditional on our acceptance of you as a Customer at our sole discretion. Please specifically refer to Section 5 for Customer registration requirements and Section 12 for Customer Obligations and Warranties for details.

Mulya is neither a bank nor a credit institution, and we are not permitted to pay interest to you on Funds held in the Payment Account. Our Services might offer features or benefits of a bank account in partnership with respective Service Providers and Bank. Please see Section 4 for details.

We may at any time close, suspend or limit your access to your use of the Services if we suspect that you may have committed any breach to this Agreement or any other agreement you enter into with us or pursuant to any proprietary monitoring used by us when assessing the risk associated with your transaction activity. Please see Section 10 for details. We may also limit your access to Funds per the instructions of law enforcement or our regulators or when we consider necessary and appropriate.

We may close your Account if your account becomes inactive. Please see Section 11 for details.

Protecting your privacy is very important to us. Please review our Privacy Policy and Cookies Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your Information. You shall only enter into this Agreement if you fully understand and agree to be bound by the Privacy Policy and the Cookies Policy.

2 Definitions

In the context of this Agreement, the following terms shall have the following meaning:

2.1 “Account Jurisdiction” means the jurisdiction where we receive the Fund from the Platform or the sender.

2.2 “Agreement” means these Terms and Conditions, all exhibits, referenced documents, attachments and such other policies and guidelines, notices, circulars and announcements from time to time issued by us to you, including the Privacy Policy and the Cookies Policy.

2.3 “Applicable Law(s)” means any law, regulation or generally accepted practices or guidelines in the Account Jurisdiction, or any other jurisdictions applicable to your use of the Services, which shall include, without limitation, laws governing payment services, anti-money laundering or terrorist financing requirements, consumer protection, data protection laws, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency transactions, or licensing. Please further refer to the Jurisdiction Specific Terms.

2.4 “Approved Payee” means a natural or legal person approved by us or our partners as payee of the Funds, which shall include, not limited to, an European Union Tax Administration, third party service companies, etc. To avoid any doubts, the Approved Payee shall in no event be a Consumer.

2.5 “Beneficiary Account” means your local beneficiary bank account into which you wish to receive Balance through the Services, as specified by you through your Account. For the avoidance of doubt, you shall be the sole account holder of the Beneficiary Account.

2.6 “Business Day” means a calendar day with the exception of Saturdays, Sundays and public holidays in the Account Jurisdiction, on which the payment infrastructures of the Account Jurisdiction are open and banks carry out their regular business activities.

2.7 “Buyer” means a person or entity that purchases your product or service from you or from a Platform.

2.8 “Consumer” means a natural person, who uses payment services for personal needs outside of his/her business, commercial or professional needs or activities, or a consumer as defined by the Applicable Law in the Account Jurisdiction. Please further refer to the Jurisdiction Specific Terms.

2.9 “Customer” or “Merchant” means you, the individual or legal entity who enters into this Agreement and in whose name the Account is registered.

2.10 “European Economic Area” or “European Union” means the region made up of the countries which have entered into the European Economic Area Agreement from time to time.

2.11 “European Union Tax Administration” means any administrative organization within the European Union responsible for collection of value added tax for a relevant country in the European Union.

2.12 “Fees” are the charges payable by you to us for using the Services which are more particularly specified in the Account held by you.

2.13 “Funds” means the funds beneficially owned by you for conduct of the Transactions.

2.14 “Group Companies” refers to any of the entities specified in Section 3, and any other affiliates or subsidiary companies and/or holding companies under the Mulya brand which provides all or any part of our Services described in this Agreement.

2.15 “Inbound Payment(s)” means the funds received in the designated Payment Account from approved Platforms or senders.

2.16 “Jurisdiction Specific Terms” mean the terms set out in Exhibit A that are applicable to your Account Jurisdiction and which forms part of this Agreement.

2.17 “Outbound Payment(s)” means a payment from the Payment Account to an Approved Payee upon an Outbound Payment Order.

2.18 “Outbound Payment Order(s)” means any instruction by the Customer to us requesting the transfer of funds to an Approved Payee.

2.19 “Outbound Transaction(s)” means the action, initiated by you, of transferring Funds from you to an Approved Payee pursuant to the Applicable Laws or your agreement with the Approved Payee from your Payment Account.

2.20 “Payment Account” means an account designated by us to you that holds your Balance.

2.21 “Flipstack Technologies Private Limited”, “Flipstack Inc.”, “Flipstack”, “Mulya”, “Mulya Inc”, “we”, “us” or “our” means the applicable contracting entity as specified in Section 3 hereof.

2.22 “Account” means your online account where you register for our Services and make ongoing use of the Services.

2.23 “Balance” means the balance of Funds as from time to time shown in your Account.

2.24 “Account Credentials” means the Payment Account credentials (bank account number, routing number, IBAN, etc.) provided to you by us solely for the purpose of using the Services.

2.25 “Services” means all services including but not limited to payment, banking and related services provided by Mulya according to this Agreement, and “Service” shall mean any of them.

2.26 “Mulya website” or “Website” means our website available at <https://mulya.co/>

2.27 “Platform” means (i) an e-commerce marketplace or other third party selling platform; (ii) approved by Mulya for use with Services; and (iii) where you are a seller of goods or services pursuant to a written agreement between you and the Platform.

2.28 “Platform Transaction” means the action, initiated by the Platform, of transferring Funds to which you are entitled pursuant to your agreement with the Platform to your Payment Account.

2.29 “Service Providers” shall include banks, payment service providers, clearing networks and other third-party payment processing services from time to time used by Mulya in the course of provision of the Services.

2.30 “Transaction” refers to either (i) a Platform Transaction or (ii) a Withdrawal Transaction ; (iii) an Outbound Transaction.

2.31 “VAT” means value added tax within the European Union or other jurisdictions where value added tax is imposed.

2.32 “Withdrawal Instruction(s)” means, following receipt of Funds through a Platform Transaction, an instruction by a Customer instructing Mulya to execute a Withdrawal Transaction.

2.33 “Withdrawal Transaction(s)” means, following the action of a Withdrawal Instruction, the payment or transfer of Funds from the Payment Account to your designated Beneficiary Account or Approved Payee.

3 Contracting Entity, Governing Law and Communication

3.1 “Mulya,” “we,” and “our” in this Agreement refer to the contracting entity listed in the chart below that corresponds to the Account Jurisdiction associated with your Payment Account. In the event that you open multiple Payment Accounts with us in different Account Jurisdictions, you will be deemed to have entered into agreements with each of us in the Account Jurisdictions where you have Payment Account with us. Please also refer to the Jurisdiction Specific Terms when you read this Agreement.

Account Jurisdiction: India

Contracting Entity: Flipstack Technologies Private Limited

Address for Notices: 41-A, Near Lions Hall, Adarsh Nagar, Jalgoan, Maharashtra, India - 425001

Governing Law: India

3.2 You may contact Customer Support at any time by sending a message through the contact links on our website (<https://mulya.co/>), via e-mail at **support@mulya.co**. By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at **support@mulya.co**.

3.3 You acknowledge and confirm that we may provide notice or other service related information to you by posting it on the website(s) (which shall include, without limitation, in the webpage in your Account), emailing it to the email address listed in your Account, mailing it to the street address listed in your Account, calling you by phone, or sending you a “text” / SMS message. You must have internet access and an e-mail account to receive communications and information relating to Services. You further confirm that such notices shall be deemed to have received by you upon our issuance to you or upon publication on the website(s). You may request a copy of any legally required disclosures (including this Agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail).

4 Mulya Service Overview

4.1 We provides you, the Customer with, a payment service that allows you to:

(a) *Receive Inbound Payment* from approved Platforms or senders to a designated Payment Account;

(b) *Withdraw Funds* from the Payment Account to your local Beneficiary Account in pursuant to Withdrawal Instruction or this Agreement;

(c) *Initiate Outbound Payment* from the Payment Account to an Approved Payee; and

(d) *Report transaction data* in some circumstances for regulatory compliance purposes as required to receive foreign currency.

(e) Other services including but not limited to payments, banking, documentation, compliances etc.

4.2 Services may be subject to certain limits and may not be available in certain jurisdiction, depending on:

(a) the location of you, the Platform and/or senders/originators of Funds;

(b) applicable regulatory requirements in the Account Jurisdiction;

(c) the Jurisdiction Specific Terms applicable to the Account Jurisdiction; and

(d) other similar factors determined by us and our partners acting reasonably.

4.3 In order to provide our Services, We may rely on its Group Companies, financial institutions, third party banking counterparts, and/or payment providers, all of which are regulated institutions and/or comply with the local laws.

4.4 Mulya is not a bank or a credit institution and it does not accept any deposit from you nor pay any interest to you on your Funds/ Balance. By accepting these Terms and Conditions you acknowledge that we are authorized to retain any interest that arises with respect to the sum of any Funds held in the bank account(s). You further acknowledge that the Payment Account does not qualify as a deposit account as defined by relevant laws and regulations, and thus Funds held in your Account or in the process of Transaction may not be insured. However, we will strictly adhere to applicable requirements that ensure the liquidity and protection of Funds held on your behalf. We may, at its sole and absolute discretion, settle your Balance to your Beneficiary Account if the Balance is not withdrawn by you for a period from time to time specified by us in accordance with the Applicable Laws.

4.5 Mulya shall be considered as an independent contractor that provides the Services to the Customers. Mulya shall in no event act as a fiduciary, trustee or escrow holder on your behalf. Subject to the specific terms applicable to the Account Jurisdiction, Mulya shall act solely as an agent for you and/or the Approved Payee in respect of the Funds.

4.6 You shall in no event allow the Platform any right to debit the Payment Account and you shall be liable to Mulya for any debits made on such account by Platform or any other third party without Mulya's prior written approval. Your failure to observe this Section shall be considered to be a material breach of this

Agreement and we may terminate this Agreement forthwith without compensation.

5 Your Account

5.1 Mulya Accounts. The use of Mulya Services requires your registration of an Account. Your rights to this Account are limited by this Agreement. A business or individual engaging in business activities approved by us from time to time may apply to use the Services via our website by registration of an Account. As part of the application process, you will need to accept this Agreement (as defined in Section 2.2) and you may further be asked to confirm your acceptance to other arrangements that we may from time to time offer to you. You agree to provide us with true, accurate and complete information when you register for an Account. You will be able to see relevant information in your Account in pursuance to the personal data access rights provided under relevant data protection laws.

5.2 Eligibility. To be eligible to open the Mulya Account:

- When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.
- You must have the full legal capacity under the Applicable Laws. If you do not have full legal capacity, you must not register to use our Services. Any person who registers as a user or provides his personal information to our Services represents that he has full legal capacity under the Applicable Laws.
- For Business Users: You must be a business or individual using Services for business-related and commercial activities only. Our Services are intended to enable payments for business-related and commercial activities and are not intended for personal or person-to-person use. To have an Account, you must be doing so in the course of your own business, trade or profession without representing any third party to register in Mulya and not for domestic or household purposes or as a Consumer. You hereby acknowledge and represent that at all times while using the Services you are using our services for business purposes, and that you are not a Consumer for the purpose of the application of the Applicable Laws.
- You warrant that you have the full legal capacity to enter into a contract. If you register for the Services on behalf of a business or commercial entity, you warrant that you are legally authorized under the business entity's formation documents and/or under the laws of your home country to agree to this Agreement and you shall supply all such proof to us within three (3) days from the date of our request.
- You must only use the Services through your Account or API provided for your own business but not on behalf of any other person or entity, except for certain circumstances, in which we may require written confirmation

from the authorized party granting authority to transact on their behalf and any other documentation we may require to assist us in order to fulfill our compliance policies. We strictly prohibit impersonating or falsely claiming an affiliation with any person or entity while using our Services. Your failure to observe this Section shall be considered to be a material breach of this Agreement and we may terminate this Agreement forthwith without compensation.

- You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
- You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

5.3 Mulya's Role. Except for our limited role in facilitating certain aspects of payments in accordance with this Agreement, we shall in no event be considered to be involved in any underlying transactions between you and the Buyer, the Platform, suppliers, senders, or the Approved Payee. You authorize us to hold, receive, and disburse Funds in accordance with your Withdrawal Instructions or Outbound Payment Orders. In this limited capacity, we only act as a service provider but we do not act as a trustee. We are also neither the Buyer nor the Seller of your products or services and are not a party to the underlying contract. We may use the services of one or more Group Companies and/or Service Providers to provide the Services and process Transactions. Notwithstanding the aforesaid, in the event that we consider necessary and appropriate at our sole discretion, we may request you to provide evidence of the underlying transactions. You shall provide all such evidence as we reasonably requested within three (3) days from the date of our request.

Mulya is neither a bank nor a credit institution, and we are not permitted to pay interest to you on Funds held in the Payment Account. Our Services might offer features or benefits of a bank account in partnership with respective Service Providers and Bank. All the services that are regulated by the respective regulator in India (e.g. Reserve Bank of India) are provided via Service Providers having the required license or integrations to provide such services being provided.

5.4 Verification. Your use of our Services is subject to Know Your Customer ("KYC") and approval processes. We have the right to request information including, but not limited to, information on your identity, your business, and the shareholders of the business registering for an Account. You agree that we may

take means to check and verify information you provided, including through the use of third-party intermediaries or databases, as necessary to validate your identity. Such means may include requests for additional information and documents prior to using or during the use of our Services, including, but not limited to, documents allowing us to verify the identity of you or your entity's shareholders, proof of address or ownership, and additional business-related information or documents. You agree to provide to us within three (3) days any information required by us for the purpose of complying with its compliance obligations. We shall be entitled to deny your use or your continued use of the Services if you fail/refuse to provide the information requested by us under this Section. We do not, and may in no situation be deemed to provide any tax or legal advice or approval or counsel with respect to Outbound Payment, their amount and timing, nor with respect to your relationship with a Payee nor an European Union Tax Administration nor your tax, legal or business status nor situation.

5.5 Account Credentials. For certain approved Platforms, you may request Account Credentials, which you will provide to such Platforms from which you wish to receive payment through our Services. Your Account Credentials shall be unique to you, and shall be provided to the Platform by you in order to properly receive and transfer Funds on your behalf. You shall strictly keep the Account Credentials safe and confidential. You must keep your Credentials secure and you must not disclose your Credentials to any third party. You shall be solely responsible for all activities conducted by any party using or accessing your Account whether such use or access is authorized or not and you shall further indemnify us for all losses of us in connection therewith.

5.6 Account History. We may make summaries of your Account activity available to you through the online Account portal.

(a) Information regarding settlements of Inbound Payment, Fees, and foreign exchange rates are displayed in the online transactions history in your Account. This constitutes a request for confirmation by us to you. You shall proceed to a check over the transaction information and notify us of any error or reclamation immediately. Your failure to notify us within one (1) month from the day when the transaction statement was made available to you shall constitute an acceptance by you of the transaction listed in your Account.

(b) Except as required by the Applicable Laws, you shall solely be responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your Account and your use of the Services, and (b) checking all payment activity to and from your Account to ensure no unauthorized behavior has occurred. Except as required by the Applicable Laws, upon the termination of this Agreement for any reason, we shall in no event be under any obligation to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with your Account or any transactions submitted by you through the Services.

5.7 Processing and Rejections. We will process a Transaction that we deem to be properly sourced and authorized. You acknowledge and accept that we may, at any time, reject or limit payments at our sole discretion, or suspend access to the Account, for reasons related to the requirements of any Applicable Laws, instructions by regulator, internal compliance and risk management policies of Mulya and service providers. You are informed that a Transaction carried out within the framework of this Agreement may be subject to the national financial intelligence unit's right to disclosure. You may, to the extent permitted by the Applicable Laws, access all of the information disclosed, provided this right to access does not undermine the purpose of the fight against money laundering or terrorist financing, where this data concerns you. No prosecutions or civil liability actions can be brought or any professional sanction taken against Mulya, its managers or employees who have reported their suspicions in good faith to the relevant authorities.

5.8 Restricted Use. You agree that in connection with your use of our Services, you will not:

1. commit any breach of this Agreement, Privacy Policies and any other agreements that apply to you;
2. violate any Applicable Law and any laws or regulations of the country where you manufacture, purchase, store or sell your products or provide services;
3. engaged in unlawful businesses or activities;
4. infringe or misappropriate the intellectual property rights or rights of publicity or privacy of Mulya or any third party;
5. Sell counterfeit goods;
6. Provide false, inaccurate or misleading information;
7. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or
8. Send or receive Funds that Mulya and/or Service Providers reasonably believes to be potentially involve in money laundering, terrorist financing or other illegal activities.

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

1. In any way that violates any applicable national or international law or regulation.
2. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
3. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
4. To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.

5. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

1. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
2. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
3. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
4. Use any device, software, or routine that interferes with the proper working of Service.
5. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
6. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
7. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
8. Take any action that may damage or falsify Company rating.
9. Otherwise attempt to interfere with the proper working of Service.

If Mulya and/or Service Providers believes that you may have engaged in any of the above Restricted Use, at our sole discretion, we may suspend or terminate your Account, or refuse to provide you any Services in the future. You shall further indemnify us for all losses of us in connection therewith.

5.9 Court Orders or Regulatory Actions. If Mulya is notified of a court order, regulatory action or equivalent legal or governmental process, that affects your Account, we may be required to temporarily or permanently withheld, freeze all or some portion of the money in your Account, or even release it to third parties. Mulya will decide, at our sole discretion, what kind of action is required in such circumstances. Unless the court order, the Applicable Laws, regulatory requirement or other legal process requires otherwise, we will notify you of these actions to the extent permitted by the Applicable Laws. Mulya shall in no event under any obligation to contest or appeal any court order or legal process involving you or your Account.

5.10 Compliance of Sanctioned Regulations. You understand that Mulya shall comply with all the applicable sanction laws and regulations (“Sanction Regulations”) enforced by various jurisdiction which shall include, without limitation, India, the United States of America. No Service shall be provided to any individual or entity which (a) prescribed as sanctioned; (b) subject to any sanctions; (c) violates any Sanction Regulations; and/or (d) violates the internal compliance and risk management policies of Mulya. Therefore, you shall strictly comply and be bound by the Sanction Regulations and policies of Mulya and shall not use any service to engage in any activity which violates or tends to violate the Sanctioned Regulations, which shall include, without limitation, using Services to process Funds originating from or shipping to any persons, countries, organizations and/or other entities prescribed as sanctioned or subject to any sanctions under the Sanction Regulations. Otherwise Mulya shall be entitled to suspend or terminate all or part of Services without compensation to you, and you should indemnify Mulya from all losses arising therefrom (if any).

6 Inbound Payment

6.1 Only Platforms or senders approved by us may make payments to your Account for the purposes permitted under the Services. We may approve such Platforms or senders at its sole discretion. Inbound Payment that are not approved by us may be rejected. Any costs and expenses associated with rejected payments shall be borne by you, as applicable. You represent that the acceptance of Funds through the Services shall in no event commit any breach of your Agreement with the Platform.

6.2 Mulya shall allow Funds be received in U.S. Dollars, Canadian Dollars, Euros, British Pounds, Japanese Yen, Singapore Dollars, Australian Dollars, Mexico Peso, UAE Dirham. We may, at any time at its sole discretion, enable or disable any currencies. Payment Accounts denominated in these currencies are held with banks established either in the country of origin of the currency or in another country.

6.3 You may provide your Account Credentials to the Platforms from whom you wish to receive payment through the Services. You acknowledge and confirm that the Services are not a bank account and you are not permitted to carry out any activity that falls outside of the scope of the our Services. You agree not to conduct any direct communication with any bank or Service Provider that is involved in provision of the Services unless such communication is approved by us in writing. Any direct contact with a bank or other payment provider regarding the Services may result in immediate termination of your use of the Services.

6.4 You acknowledge and confirm that the time required for Inbound Payment to reach your Payment Account shall in no event be under Mulya’s control. As an illustration only but not otherwise, payments shall typically arrive at your Payment Account within one (1) to three (3) Business Days from the date of

remittance but there is no guarantee. If an Inbound Payment is not received within five (5) Business Days from the payment instruction of the relevant Platform, we may initiate an internal investigation on your behalf upon your request. You shall directly resolve any issues or disputes associated with Platforms and their policies with the Platform. Mulya shall in no event be under any obligation to resolve such issues or disputes for you.

6.6 Mulya shall use commercially reasonable efforts to inform you of Inbound Payment received to a Payment Account by updating your Balance within one (1) Business Day from the date of receipt of the Funds in the Payment Account.

6.7 If requested by Platform or Service Provider, or if Mulya deems it necessary at its sole discretion, Mulya shall provide a receipt in the name of you, evidencing Mulya's receipt of Funds as instructed by you. You authorize us to provide a copy of this Agreement as well as Inbound Payment, Outbound Payment information to any Platform or Service Provider that requests information concerning the Merchant, Inbound Payment or Withdrawal Transaction.

7 Withdrawing Funds

7.1 You may receive Funds in only your Beneficiary Account approved by us. We may refuse to carry out any Withdrawal Instruction to any Beneficiary Account that is not under your name, or to a bank account that you are not the beneficial holder.

7.2 After the completion of a Platform Transaction and when your Balance is positive, you may submit a Withdrawal Instruction to instruct us to transfer part or all of the Balance to your Beneficiary Account, net of Fees. The Withdrawal Instruction must include the following information:

- (a) the amount requested in the currency corresponding to the Funds we received from the Platform; and
- (b) valid Beneficiary Account details.

7.3 With respect to Beneficiary Account details:

- (a) You shall ensure that your Beneficiary Account information is true, accurate and complete. We shall in no event be held responsible for Funds being sent to the wrong bank account as a result of your provision of untrue, inaccurate or incomplete Beneficiary Account information. In the event that the payment is rejected due to untrue, inaccurate or incomplete Beneficiary Account information provided by you, you shall solely be responsible for relevant Fees and we may directly deduct such Fees from your Balance. In case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and, if reasonably feasible, recovering such payments, but we shall in no

event be liable for any payments that cannot be recovered. All our additional costs in relation thereto shall be borne by you.

(b) You shall ensure that your Beneficiary Account is in good standing and able to receive Funds. If your Beneficiary Account bank rejects the Withdrawal Transaction from us, Funds will be held with us until a valid Beneficiary Account is provided. All costs associated thereto shall be borne by you.

(c) Mulya shall be entitled to reject any Beneficiary Accounts that do not comply with Mulya's compliance requirements and/or if payments to such Beneficiary Account would violate Applicable Laws. You shall provide other Beneficiary Account so that we can continue to provide the Services to you.

7.4 Once you submit a Withdrawal Instruction to us to execute the Withdrawal Transaction and debit the Beneficiary Account with the amount of the transfer, and all applicable Fees, the withdrawals to your Beneficiary Account shall be irrevocable and you will not be able to refund the Funds transferred into your Beneficiary Account.

7.5 After receiving the Withdrawal Instruction, we will initiate a Withdrawal Transaction in the amount and currency you selected, less any Fees. Any Fees charged by the bank of your Beneficiary Account shall be your sole responsibility and we shall not be liable for such fees.

7.6 We reserves the right to offset from any Balance any amounts owed to Mulya by you, including, but not limited to, all Fees payable under this Agreement.

7.7 Withdrawal Instructions received by Mulya will be processed within one (1) to three (3) Business Days at the currency exchange rate as detailed in Section 9.3 below.

7.7 We may, at its sole and absolute discretion, settle your Balance to your Beneficiary Account if the Balance is not withdrawn by you for a period from time to time specified by us in accordance with the Applicable Laws or if the applicable laws require us to do so.

8 Outbound Payment

8.1 You shall ensure that any Outbound Payment Order be accompanied with the following information, if applicable:

(a) the amount and currency under which of the Outbound Payment Order has to be executed;

(b) the name of the relevant Payee;

(c) the international bank account number or, where relevant, the payment account's details of the relevant Payee; and

(d) any other information required by us to proceed with the Outbound Payment Order, including, without limitation, the underlying transaction details and documents, which will include any information necessary for us to comply with the Applicable Laws.

8.2 Mulya may refuse to execute an Outbound Payment Order in case of technical issue or if the information provided by the Customer is untrue, inaccurate or incomplete. An information as to this refusal shall in such case be available to the Customer on the Account as long as the relevant Outbound Payment Order will be impossible.

8.3 The time of receipt of an Outbound Payment Order, the time of execution and the value date are determined as follows:

(a) Time of receipt. The time of receipt of an Outbound Payment Order is the time when the Outbound Payment Order is actually received by Mulya. If the Outbound Payment Order is received by Mulya after the cut-off time (set by the Mulya's contracting entity) on a Business Day or in a day which is not a Business Day, the Outbound Payment Order shall be deemed to have been received on the immediate succeeding Business Day for Mulya's contracting entity. Once the Outbound Payment Order is received by Mulya, it shall be irrevocable.

(b) Time of execution. After receipt of an Outbound Payment Order, Mulya shall ensure that the amount of the Outbound Payment is credited to the payee's bank or payment service provider's account at the latest by the end of the Business Day immediately succeeding receipt of the Outbound Payment Order.

(c) Value date. The debit value date for the Customer acting as payer shall be no earlier than the point in time at which the amount of the Outbound Payment Order is debited from the Payment Account.

(d) The time limits. The time limits prescribed above are usual time limits and apply only subject to the Payment Account Balance being positive and showing sufficient Funds in order for Mulya to proceed with the requested Outbound Payment Order. For the sake of clarity, the time may be extended due to practical circumstances which we shall inform you accordingly.

9 Fees

9.1 Mulya shall advise you all Fees that may be charged by us against you through the Account. Acting reasonably, and following notice to you, we may from time to time adjust existing Fees or introduce new Fees. You shall pay all Fees as from time to time adjusted by us and your continued use of the Mulya Services indicates your continued acceptance of the Fees. When we adjust our Fees, we will publish the updated Fees in your Account portal, website and may send you an Email notification (if required). If you have any questions or are unclear as to any Fees, you should contact our Customer Support.

9.2 Fees payable by you will be deducted from the Payment Account, and will be charged when the Transaction is executed. You hereby authorize and instruct us to so deduct such Fees.

9.3 Your Transaction may be subject to currency conversions. If the Transaction involves a currency conversion, it will be completed at the foreign exchange rate at the applicable transaction time as determined by us at our sole and absolute discretion. To avoid the fluctuation of foreign exchange rate, the foreign exchange rate of each Transaction will be determined when it is processed. Therefore, subject to the Applicable Laws, the foreign exchange rate prior to the Transaction Mulya provided to you is for reference only and the actual foreign exchange rate during the Transaction shall prevail. You acknowledge and confirm that you shall be bound by the applicable exchange rate from time to time.

10 Termination and Suspension

10.1 If you wish to terminate this Agreement or your Account, you may simply discontinue using the Services. The provisions of this Agreement relating to ownership provisions, warranty disclaimers, indemnity and limitations of liability shall survive termination of this Agreement.

10.2 We may suspend or terminate your access to all or any part of the Services at any time, with or without cause. Where possible, we may provide at least seven (7) days' prior notice by email, unless there are exceptional circumstances, or regulatory circumstances (including but not limited to court or governmental orders) causing us to take immediate action, such as where we discover that you have provided false, misleading, untrue, incomplete or inaccurate information or have otherwise acted dishonestly; (b) you commit a breach of this Agreement or any other agreement you enter into with Mulya; (c) your Account has been compromised or for other security reasons; (d) you engage in fraud, money laundering, terrorist financing or other illegal activities or we reasonably suspect the same; (e) you use Services illegally or fraudulently in violation of Applicable Law or we reasonably suspect the same; or (f) there are other grounds that we considers it appropriate. Together with a termination/suspension notice, we may also provide instructions on how to withdraw remaining Funds, if it is not forbidden by the Applicable Laws.

10.3 When your Account is suspended or terminated, any further attempted use of the Service will result in your Funds being rejected and returned to the Platform, and may warrant notification to appropriate authorities. You are solely responsible for any fees incurred in connection with the rejected payments.

10.4 All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11 Inactive Accounts

11.1 Your Account is deemed to be inactive if:

(a) the Payment Account has no Transactions during a period of twelve (12) consecutive months; and

(b) The Customer to whom the Account is registered, or its legal representative or authorized person, is not clearly, in any form whatsoever, participating in Services.

11.2 Three (3) months prior to reaching inactive status, we may send you an initial notification to your email address on our records to request action, provide options for keeping your account active, and inform you of the consequences of not responding.

11.3 If you do not respond to our initial notice within three (3) months, and your Balance is zero, we may automatically close or freeze your Account which blocks all Transaction.

11.4 If you do not respond to our initial notice within three (3) months, and your Balance is positive, we will make reasonable efforts to contact you with a final notice, after which your Funds will be considered "inactive". Inactive Account may be subject to our charges as from time to time be announced by us, and will continue to be deducted until the balance is depleted, at which point your Account will be closed.

11.5 Please contact Customer Service if you have any questions about remaining Funds in your Account if it has been closed pursuant to this section, or if you are the legal representative of an incapacitated or deceased Customer.

12 Customer Obligations and Warranties

12.1 You represent and warrant that you are not acting on behalf of, or for the benefit of, anyone else, unless in case of a natural person, opening the account for and under the direction of the company or legal person or entity, that employs such a natural person.

12.2 You hereby undertake, until termination of this Agreement, to communicate promptly to Mulya any change in your business ownership, shareholding and directorship, business activities, post mail address, email address, phone contact details or any modification with respect to your account with the Beneficiary Account.

12.3 You shall provide us with all KYC information, business details and documents, transaction data and documents relating to all transactions relating to any Transaction within three (3) days from the date of our request.

12.4 In the event of a breach of the above provisions, you shall be liable to Mulya for the resulting damages and indemnify us from any claims of third parties.

13 Complaints

13.1 If you feel that we have not met your expectations in the delivery of our services or if you think we have made a mistake, you can file a complaint. General complaints can be made to our customer service center by emailing at **support@mulya.co**

13.2 Refer to Section 19 for jurisdiction-specific complaint procedures.

14 Security Use of Services

14.1 You shall adequately protect your Account against any loss, theft, misappropriation or unauthorized use of your Account by safeguarding all IDs, passwords, and Account Credentials, as well as your computer, mobile phone or other device.

14.2 You must contact Customer Support (see Section 3.3) immediately if any of following should occur:

(a) You become aware of any loss, theft, misappropriation or unauthorized use of your Account;

(b) You become aware of any unauthorized or erroneous Withdrawal Instruction or Transaction no later than three (3) months after the debit/credit date.

14.3 We will provide appropriate means at all times for you to make such notice and shall provide you with the means to prove, for eighteen (18) months following this notice, that you made such notice.

15 Limitation of Liability

15.1 In no event will Mulya, or its Service Providers, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Mulya under this Agreement during the twelve (12) month period prior to the cause of action. Mulya shall have no liability for any failure or delay due to matters beyond its reasonable control.

15.2 In respect of any Inbound Payment, you hereby release the Platform from liability for such payment as of when the Funds related thereto are actually received by us and not as of that later time when the Funds are settled to you by us.

15.3 Outbound Payment Orders can only be executed if they comply with regulatory standards. We will not be held liable for any damages which could result from the non-execution or defective execution of an Outbound Payment Order where such non-execution or defective execution is due to the fact that the Customer provided information which was untrue, inaccurate, incomplete or incorrect. In the case of paying VAT in European Union, Outbound Payment Orders shall be executed according to the relevant Approved Payee's international bank account number (IBAN) provided that such bank account is held with a bank in the European Union (the "Unique Identifier"). In the case of a discrepancy between the Unique Identifier provided by the Customer and any other information, we may, without incurring any liability, rely solely on the Unique Identifier. In such case, the Funds under the relevant Outbound Payment Order transmitted by the Customer will be deemed to have been transferred to the intended beneficiary. If the Unique Identifier provided by the Customer is incorrect, we will not be held liable for any damages which could result from the non-execution or defective execution of the Outbound Payment Order so long as Mulya has executed such Outbound Payment Order in accordance with the indicated Unique Identifier. The Customer will assume sole responsibility thereto and reimburse all costs of Mulya.

15.4 You acknowledge that Mulya may provide the Services using facilities provided by banks, payment service providers, clearing networks and other third-party payment processing services. No commercial agreement exists between the Service Providers and yourself and each of the Service Providers will accordingly have no direct liability to you.

15.5 We shall not be liable for any underlying sales transactions occurring on the Platform between either you or a Buyer. It is your responsibility to ensure that you only make payments to or receive payments from persons or entities related to commercial transactions in compliance with your applicable legal obligations. Mulya has no influence on the underlying process of buying or selling goods/services, and no legal relationship with the Platform or Buyers, and will not be made liable to or in respect of any Buyer or Platform or for the underlying products and/or services being sold or bought, nor for the correct completion of any sale or purchase of goods or services. You assume exclusive responsibility for your product and your obligations to Buyers and Platforms, and shall indemnify and hold Mulya harmless from any claim by any of them against Mulya. The sale of counterfeit goods or goods breaching intellectual property rights can also lead to legal action by rights holders and a potential loss of Funds. If you are in doubt as to the legality of a transaction you should not continue with your payment. Refunds and cancellations are not allowed on Mulya.

15.6 You shall solely be responsible for reporting to all applicable government tax authorities all Funds underlying your use of the Services and for the payment of any applicable taxes that apply to such payments as well as any other applicable reporting requirements including, but not limited to, any customs or

foreign currency controls. We may request you to provide proof of payment of taxes as and when it considers necessary and appropriate.

15.7 Neither party shall be held liable or considered to have failed under these rules in case of late or non-performance when their cause is related to a force majeure situation as defined by the governing law defined in Section 3.

15.8 The maximum liability of Mulya under this Agreement (including any and all claims for breach of this Agreement) for any single event shall not exceed 5% of the Fees collected by Mulya from you for the 12 months immediately before such event. The aggregate maximum liability of Mulya under this Agreement (including any and all claims for breach of this Agreement) for all events shall not exceed 105% of the Fees collected by Mulya from you for the 12 months immediately before such events.

15.9 EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

15.10 All of Section 15 of this Agreement shall survive termination hereof.

16 Protection of Your Data

16.1 We will ensure that all your personal information is held in accordance with the data privacy and security provisions of Applicable Law and our published Privacy Policy. Your use of the Services is subject to the Privacy Policy which you agree to as part of these Terms and Conditions. Please make yourself familiar with the Privacy Policy by visiting it on our website. Mulya in its sole discretion may amend the Privacy Policy by an update on the Privacy Policy page of the website.

You may review the Privacy Policy at any time by clicking on the Privacy Policy on the website.

16.2 YOU ACKNOWLEDGE AND AGREE THAT MULYA RESERVES THE RIGHT TO ACCESS AND DISCLOSE PERSONAL DATA RELATING TO YOU TO THRID PARTIES TO COMPLY WITH ALL APPLICABLE LAWS AND LAWFUL REQUESTS FROM GOVERNMENT AND/OR OTHER REGULATORY AUTHORITIES, AND/OR TO PROVIDE SERVICES OF MULYA OR PROTECT MULYA, ITS CUSTOMERS AND OTHER USERS.

17 Miscellaneous

17.1 Availability of Agreement. The terms of this Agreement have been made available to you prior to its commencement and remains available thereafter on our Website. At any time during the contractual relationship, you have a right to receive, on request, the terms of this Agreement on a durable medium in the languages specified in Section 3.2.

17.2 Changes to Agreement. We are constantly updating the Services, and that means sometimes we have to change the terms of this Agreement. Mulya, at its sole discretion, may amend, revise or update this Agreement. Subject to the Jurisdiction Specific Terms, the changes will come into effect immediately. If we make any material changes, we shall notify you via email or other means. If you disagree with our changes, then you should stop using the Services. Your continued use of our Services will be subject to the new terms. However, any transaction or dispute that arose before the changes shall be governed by the Agreement that was in place when the dispute arose.

17.3 Service Providers. Mulya has the right to involve third parties in providing the Services. We may require that certain processing steps are carried out directly through such third parties, completely or partially, as described in the Privacy Policy.

17.4 Prevention of Money Laundering and Terrorist Financing. Mulya might be subject to Applicable Law regarding the fight against money laundering and the terrorist financing. As a result, Mulya reserves the right to obtain information from you, including, but not limited to, information about your identity, business transactions, business relationships, and/or financial information. In addition, Mulya must take all the steps necessary to identify you and, where appropriate, the beneficial owner of the Account and/or any Inbound Payment linked to the Account. You acknowledge that Mulya may terminate or postpone, at any time, the use of login details, access to an Account or execution of a transaction in the absence of any sufficient information about its purpose or nature.

17.5 Severability. Should one or several provisions of these general terms and conditions be or become invalid or prove to be unenforceable, this shall not affect

the validity of the other provisions. In this case, the contracting parties shall replace the invalid or unenforceable provision by another provision that comes closest to the economically intended purpose. The same applies in the case of a regulatory gap.

17.6 Indemnification. You shall indemnify Mulya (or its Group Companies and their respective directors, officers, employees, agents, representatives and authorized persons)(collectively "Indemnified Persons") for and keep the Indemnified Persons fully and effectively indemnified against (a) all direct and indirect damages (including, without limitation, accounting, legal and other professional advisors' fees) incurred by the Indemnified Persons on an indemnity basis in connection with any breach of the terms and conditions herein by you and/or the Indemnified Persons' enforcement thereof; or (b) any claim, proceeding, damages (including, without limitation, accounting, legal and other professional advisors' fees) that may arise to be incurred by the Indemnified Persons in connection with the provision of any of the Services, whether or not arising from or in connection with your improper use of such the Services or any damages to the Indemnified Persons (or their respective assets, computer hardware, devices, facilities or software) as a result of performing such Services.

17.7 Disclaimer of Warranties. The Services shall be provided on an "as is" basis and as specified in Section 32. Mulya and its Service Providers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Mulya nor its Service Providers, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

17.8 Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction specified in Section 3.1 with reference to the Accounts Jurisdiction ("Governing Law Jurisdiction"). Subject to the Jurisdiction Specific Terms, the parties hereby submit to the non-exclusive jurisdiction of the courts of the Governing Law Jurisdiction.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

18 Terms for OPGSP Services

Mulya doesn't acts as an Online Payment Gateway Service Provider ("OPGSP") (as prescribed by the Reserve Bank of India) ("OPGSP") in India for the purpose of

facilitating certain payment services. Mulya partners with a Service provider licensed and regulated by Reserve bank of India as an OPGSP provider. The customer in India may be eligible to use these Services to receive payments (but not to make outbound) via this Service Provider as OPGSP, as described in the foregoing Terms and Conditions, subject to the terms set forth by such Service Provider and notified via email, website and other channels.

You may use the Services for export of such goods and services as permitted under the laws of India, including but not limited to the prevalent Foreign Trade Policy of India, and in all cases only for lawful and valid transactions and not for any prohibited transaction as detailed in the Terms and Conditions.

When withdrawal, you must indicate the purpose of the transactions underlying the Eligible Inbound, as requested under India regulations to enable collection of data relating to the transactions as foreign exchange transactions. Failure to provide Mulya with accurate information shall be your sole responsibility. We will not be liable for withdrawn funds being sent to the wrong bank account as a result of you providing incorrect details. Providing inaccurate information regarding your bank account may result in rejection of funds and/or blocking your use of the Services.

Eligible Inbound received by Service Provider on your behalf as OPGSP will be maintained in a Nostro collection account of an Authorized Dealer Bank in India, until being transferred exclusively to your designated bank account subject to the applicable law.

Notwithstanding the foregoing, you may use Mulya Outbound Services of VAT to pay your VAT bill to tax authority, and the amount equal to the underlying amount of your VAT payment will be redirected to the VAT authority, instead of being transferred to your bank account.

19 Purchases

If you wish to purchase any product or service made available through Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

20 Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

21 Subscriptions

Some parts of Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles will be set depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Flipstack Technologies Private Limited cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting **support@mulya.co** customer support team.

A valid payment method is required to process the payment for your subscription. You shall provide Flipstack Technologies Private Limited with accurate and complete billing information that may include but not limited to full name, address, state, postal or zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Flipstack Technologies Private Limited to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Flipstack Technologies Private Limited reserves the right to terminate your access to the Service with immediate effect.

22 Free Trial

Flipstack Technologies Private Limited may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for Free Trial.

If you do enter your billing information when signing up for Free Trial, you will not be charged by Flipstack Technologies Private Limited until Free Trial has expired. On the last day of Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Flipstack Technologies Private Limited reserves the right to (i) modify Terms of Service of Free Trial offer, or (ii) cancel such Free Trial offer.

23 Subscription Fee Changes

Flipstack Technologies Private Limited, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Flipstack Technologies Private Limited will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

24 Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this license includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

Flipstack Technologies Private Limited has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Flipstack Technologies Private Limited or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

25 Analytics

We may use third-party Service Providers to monitor and analyse the use of our Service.

26 No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

27 Intellectual Property

Service and its original content (including Content provided by users), features and functionality are and will remain the exclusive property of Flipstack Technologies Private Limited and its licensors. Service is protected by copyright, trademark, and other laws of and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of Flipstack Technologies Private Limited.

28 Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to support@mulya.co, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

Upwork and Other Freelancing Platforms Copyright Disclaimers -

1. Mulya is not affiliated with Upwork in any way.
2. The "Upwork" name and logo are trademarks/properties/copyrights of Upwork Inc., United States.
3. We do not intend to impersonate any of Upwork's services or products.
4. Mulya is just an add-on service which Indian Upwork users can use if they intend to.
5. If an Upwork user uses Mulya's services, they do so at their own risk and will.

29 DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

6. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
7. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
8. identification of the URL or other specific location on Service where the material that you claim is infringing is located;
9. your address, telephone number, and email address;
10. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
11. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
12. You can contact our Copyright Agent via email at **support@mulya.co**.

30 Error Reporting and Feedback

You may provide us either directly at **support@mulya.co** or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary

information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

31 Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Flipstack Technologies Private Limited.

Flipstack Technologies Private Limited has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

32 Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS

OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

33 Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

34 Contact Us

Please send your feedback, comments, requests for technical support by email: **support@mulya.co**.