Terms and Conditions

Please read the following terms and conditions very carefully as your use of service are subject to your acceptance of and compliance with the following terms and conditions ("Terms").

1. General:

1.1. Betwizr (hereinafter referred to as or "Service" or "Platform") is developed and operated by Six Singularities Private Limited (hereinafter referred to as "Company").

1.2. By subscribing to or using the Platform, you agree that you have read, understood and are bound by the Terms and Conditions [hereinafter referred to as "Terms"], regardless of how you subscribe to or use the services. If you do not agree to the Terms, you must not subscribe to or use our services.

1.3. You must be at least 18 years old and capable of entering into a binding contract in your jurisdiction to register as a member or use the Services. Persons who are "incompetent to contract" within the meaning of applicable law, including minors are not authorized to use the Platform. By using the Platform, you represent and warrant that you have the right, authority, competency and capacity to enter into these Terms of use and to abide by all of the terms and conditions set forth herein.

1.4. At the time of registering for use or using our service the user may be asked to enter the user's name, the user's age, gender, e-mail address, phone number or other information.

1.5. Certain sections or pages of the Platform may contain additional terms of service. In the event of any conflict, the additional terms of service will govern those sections or pages.

1.6. In these Terms, references to:

1.6.1. Commercial/contractual terms shall include without limitation price, payment methods, payment terms, date, period and mode of delivery, warranties related to goods and services and after sales services related to goods and services.

1.6.2. "we", "us" and "our" shall mean Company, its franchisees, affiliates or partners.

1.6.3. "User" shall mean and include all those who access and utilize the Platform and/or the Services.

1.6.4. "User Account" or "Your Account" shall mean your user account created in the Platform.

1.6.5. "Paid Subscriber" shall mean any user who has subscribed to or purchased any plan available on the Platform for the respective subscription fees as indicated on the Platform

2. **Services Offered**: Betwizr is an advanced online trade journaling and analysis platform to chart, log, visualize and analyse trades in stocks, futures, options, forex and cryptocurrency. Its Services include but are not limited to websites, mobile apps, downloadable software, functionalities, calculators, tools, worksheets, charts, communication modules, logo, text and graphical content, user interfaces, forms, widgets, information, e-commerce services, and intellectual property of the application, services, software and support. The rights, title and interest in the Services, information, content, data, software, copyrights, trademarks, and other rights are the property of the Company, its affiliates or partners.

3. Platform System Requirements:

3.1. Platform's services shall be availed by person(s) who have created a User Account on the Platform.

3.2. In order to use the Platform, the User is required to have a compatible internet access and the necessary minimum specifications.

3.3. The version of the Platform may be upgraded from time to time to add support for new functions, software or Services.

3.4. The user shall accept and agree that the Company shall not be responsible for any electronic or mechanical defect, data failure or corruption, viruses and bugs or related problems that may be attributable to the User's telecommunication equipment and/or the Services provided by any third party.

4. **Eligibility**: The user shall not, now or in the future, be in violation of any terms and or any active suspension in force by the Platform. The Platform may, at its sole discretion, deny any user registration if the Platform is not satisfied with the information furnished by the user at any time.

5. No Guarantee of Business or Fitness for a Purpose:

5.1. Company disclaims all implied warranties and similar obligations including but not limited to those of fitness for a particular purpose, merchantability, free from error or omission, whether otherwise arising by law, custom, usage, trade practice, course of dealing, or course of performance. There are no warranties, which extend beyond those express warranties contained herein.

5.2. User affirms that it has not relied upon Company's skill nor judgment to select or furnish the Service for any particular purpose beyond the specific express warranties contained herein. Company does not warrant the Service will comply with the requirements of any safety or environmental code or

regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties contained herein.

5.3. The Company makes no guarantee, nor does it take any responsibility for the content including its quality, copyright compliance or legality, or any resulting loss or damage. The content not limited to the availability of any product or service or any feature thereof, is subject to change without notice. 5.4. We reserve the right, at our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the Platform.

6. **Company's Rights and Obligations**: The Company reserves the right to change any policies from time to time without providing reasons for the same. In particular, we may at its sole discretion introduce new services and modify some or all of the existing services offered on the Platform. In such an event the Company reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Policy shall be posted on the Platform and such changes shall automatically become effective immediately after they are posted on the Platform. Company reserves the right to, at all times, monitor User Accounts to ensure compliance with these terms and conditions.

7. User Account:

7.1. The User may be required to create his/ her own User ID and Password in order to register and/ or use the services on Platform. By accepting these Terms, the User aggress that his/ her User ID and Password are very important pieces of information, and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

7.1.1. Choose a new password, whenever required for security reasons.

7.1.2. Keep his/ her User ID & Password strictly confidential.

7.1.3. Be responsible for any transactions made by User under such User ID and Password.

7.2. Company may verify such information at the time of creation of the user account or subscription to plans on the Platform, including but not limited to phone number, email address, bank account, credit card details, etc.

8. **General Obligations of User**: User represents and warrants that they will abide by the terms and conditions. It is User's duty to verify the information/data or services provided or listed in the Platform before subscribing to the Services on the Platform. Company shall not guarantee or warrant the information/data or services provided or listed in the Platform. Users are advised to independently verify the bona fides of any particular User/entity that the user chooses to

trade/interact with on the Platform and use the user's best judgment in that behalf.

9. Specific Obligations:

9.1. Username and Password Security:

9.1.1. For all registered users, the Company uses different algorithms to encrypt and store User's personal information including username and password (hereinafter referred to as "login credentials"). Login credentials are confidential and private, and each User is responsible for maintaining the confidentiality of their Username and Password. If such details are stolen or exposed to someone else, the User agrees that the same shall be changed using the change password interface of the Platform, and to keep it confidential to prevent the unauthorized use of the User account and any information in connection with the User account.

9.1.2. Login credentials are confidential and private, and each User is responsible for maintaining the confidentiality of their Username and Password . If such details are stolen or exposed to someone else, the same must be informed to the Company to block or change the login credentials to safeguard the User account in such scenarios.

9.1.3. Users acknowledge and agree they shall be responsible for all activities that occur under the respective User account. In no event shall the Company expose such details to any third party and/or take any obligation, and does not accept liability for any loss, damage, information theft, omission and/or dispute arises out of any unauthorized access to the user account and/or any unauthorized activities under the User account due to user's failure of keeping confidential information secure and private.

10. Subscriptions

- 10.1.**Paid Subscriptions:** Users may choose and subscribe to any plan and enjoy the Platform to the extent permitted for the plan subscribed. Users agree that they shall not attempt to create or subscribe to user account in any other person or entity name(s) to which the User has no authority to do so.
- 10.2. **Free Plan:** Users may subscribe to the Free Plan on the Platform, which provides the Platform and/or Services with certain restrictions and limitations. Users may upgrade at any time by subscribing to any paid plan on the Platform, in order to bypass the limitations to the extent specified in each plan. Users agree that the Company may, at its sole discretion, modify, withdraw, cancel, extend, or deny the Free Plan for

any reason at any time with or without any reasonable prior notice to User.

- 10.3.The Company requires certain amount of consideration from Users when newly subscribing, upgrading existing subscription or renewing subscription to the Platform's subscription plans and periodically (Monthly or Yearly). The additional payment is required when Users upgrade their plan or increase the limitations of certain features of their subscription or purchasing add-on components of our services.
- 10.4.Users agree to use or access the features to the extent permitted for their account until the end of their subscription period on the Platform. At the end of subscription period, and if the subscription has not been auto renewed, the User's usage of or access to all features under the corresponding paid plan shall be stopped, prohibited or limited.
- 10.5.Users may continue to access or use such features or avail the features again by renewing the subscription period and by paying the Company in advance. The payment is automatically deducted from their bank account, using the information/payment method furnished on the Platform. Users may cancel subscriptions anytime, and the features of the plans shall be available to Users till the completion of the subscription period already paid for.
- 10.6. **Subscription Cancelation/Termination Procedures:** Users can cancel their subscriptions directly through the Betwizr app. Upon cancellation, no further charges will be incurred for the next billing cycle. The cancellation must be completed at least 24 hours prior to the next billing date to avoid being charged for the upcoming term. All payments and subscription management are processed exclusively through Razorpay. The Company does not accept cancellation requests via email or any other method outside of the Betwizr app. The Company disclaims any liability for charges incurred if the user does not complete the cancellation process through the designated in-app option before the billing deadline.
- 10.7. The Company may offer free trials for subscription plans on the Platform at its sole discretion. On the completion of the free trial period, the payment is automatically deducted from their bank account, using the information/payment method furnished on the Platform. The Users may cancel such free trials at any time. The Users agree that the Company may, at its sole discretion, modify, withdraw, cancel, extend, or deny the free trial for any reason at any time with or without any reasonable prior notice to User.

11. Supported Brokers/Platforms

- 11.1.The Platform offers managing services for your trades via our Trading User Interface (UI), which supports brokers/trading platforms as specified on our Platform.
- 11.2.The Platform offers auto-syncing via the supported broker/platform's API for specific brokers, and may request the username, password or other details for the said service. In such cases, the Company's access to your account with such supported broker/platforms is restricted.
- 11.3.For any questions and issues related to working on UI/ User Experience (UX), the User may contact the Platform for assistance. However, for any issues/questions related to the execution of your trades, payments, brokerage account, etc. the User must contact their respective broker/platform.
- 11.4.The Company is not responsible for any issues with execution of trades, payments, brokerage accounts etc., as the Platform merely relays any execution request from the User to the supported broker/platform securely. As the Company only as restricted access to your account with supported brokers/platforms, the Company shall not be responsible for any issues Users may face with their account or any unauthorized actions taken in their account with supported brokers/platforms. In no event shall the Company have any obligation and liabilities in connection with any User activity with such supported brokers/platforms.

12. **Add on Features**: Users agree that certain features are available as ADD-ON. These add-on features may be available in very limited volume or may not be included with the User's subscription. If these features are not included in the User's subscription or the provided limit is not enough for the User's requirement, the same can be purchased at any time from the payment dashboard based on the requirements. The pricing may vary for these features based on the User's geographical location, network availability and other related factors.

13. Conditions of Use:

- 13.1. The User will not, nor allow third parties on the User's behalf to (i) make and distribute copies of the Platform (ii) attempt to copy, reproduce, distribute, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Platform; or (iii) create derivative works of the Platform of any kind whatsoever.
- 13.2. The Service wherever made available to the user free of charge is for the User's personal, non-commercial use. We reserve the right to amend or withdraw the Service, or charge for Platform or service provided to the user in accordance with these terms, at any time and for any reason.
- 13.3. The user acknowledges that the terms of service with the User's respective network provider will continue to apply when using the

Platform. As a result, the user may be charged by the network provider for access to network connection services for the duration of the connection while accessing the Platform or availing of the Services or any such third party charges as may arise. The user accepts responsibility for any such charges that arise.

13.3. The User will not make sure of any automated services/programs (as but not limited to trading bots) to send data to Betwizr in any way. Usage of indicators we offer for various trading platforms in conjunction with automated trading systems/bots is strictly prohibited.

14. Payment:

- 14.1. Paid Subscription to the services on the Platform shall be as per the plans and the respective charges outlined on the pricing page of the Platform. The User's Paid subscription shall activate only upon the Company's receipt of the payment from the User. Payments shall be deemed successful when completely realised in the Company's bank account.
- 14.2. The Company may, at its sole discretion, provide discounts/offers on the subscription or add-on charges, and may require the fulfilment of certain conditions for availing the same. Discounts/offers may or may not be available everyone. Discounts/offers cannot be transferred to another User, and may not be exchanged for consideration. Privately shared discounts/offers must be made available to public. The Company reserves the right to change or remove such discounts/offers at any time.
- 14.3. The Company accepts payment through credit card, PayPal, Stripe or otherwise specified by the Company. Payments must be made online in accordance with the payment information provided to the User on the Platform. All payments must be made in the name of the Company "Six Singularities Private Limited" or "Betwizr" as applicable, and payments made to any third party, affiliate or representative shall not be valid.
- 14.4. Users would be charged additionally the applicable Payment Gateway Charges/Convenience Charges/Collection Charges/Internet Handling Charges, etc by Company.
- 14.5. Transaction response time would depend on the respective Third-Party Service Provider and Company does not provide any guarantee or is not responsible for the transactions.

15. **Information/Data**: The User shall not host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that:

- 15.1.belongs to another person and to which the User does not have any right to;
- 15.2.is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- 15.3.harm minors in any way;
- 15.4.infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
- 15.5.violates any law for the time being in force.

16. **Communication**: The user will be required to provide a valid Email ID at the time of using the service through the Platform. By registering the User's Email ID with us, the user gives consent to be contacted by us via email notifications, in case of any service-related updates. The User may also be contacted by the Company via the live chat widget, and by utilising the Platform, the User gives consent to the same.'

17. Warranty:

- 17.1.The user warrants and represents that all details and information provided to the Platform by the user are true and accurate and are not false, misleading or deceptive and the information contained on the Platform will be kept accurate and up to date and compliant with these terms and conditions.
- 17.2.We do not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc.) of any of its Users. The user is advised to independently verify the bona fides of any particular User that the user chooses to deal with on the Platform and use the user's best judgment on that behalf.

18. **Third-Party Platform listing**: The Platform may contain links to the platform of the supported brokers/platforms, third parties, affiliates or business partners. Company has no control over, and is not liable or responsible for content, accuracy, validity, reliability, quality of such platform made available by/through our platform. Inclusion of any link on the Platform does not imply that the Platform endorses the linked platform. User may use the links and these services at the User's own risk.

19. **Advice**: The Platform/Service and its contents provided are not professional advice and should not be relied upon as such. Users must review all associated risks carefully and obtain expert professional advice regarding specific legal, tax, and financial implications. The Platform/Service should not be the sole basis of any decision taken. The use of the Platform/Service is at your own risk, and the Company specifically disclaims all liability arising out of the same.

20. **Complaints**: Any complaints regarding the Services and/or the Platform must be raised by email to support@betwizr.com within forty-eight (48) hours from the time of receipt of the Services or issue on the Platform, as applicable. The Company shall endeavour to address complaints within 14 business days of receipt of the same.

21. **Refund and Cancellation Policy:** If there are any deficiencies in the Services, and complaints for the same are raised as per the procedure outlined herein, with valid proof of the deficiency, the Company may at its sole discretion offer cancellation/refund of the charges (not inclusive of transaction related charges) on a pro rata basis. The Company shall not be liable for any failure of the User to cancel their free trial/subscription prior to the automatic deduction of payment at the completion of the free trial/subscription period.

22. Liability:

- 22.1.Company has made the Services available to the User as a matter of convenience, and expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Company reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
- 22.2.Company shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or content, or (b) the transmission or delivery of any such data, information or content; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or content. Under no circumstances shall the Company, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services. The Company's liability for any claim arising under or relating to the Services and/or Platform shall be limited to

direct damages and shall not exceed the subscription charges paid by the User under the respective plans on the Platform.

- 22.3.Company assumes no liability whatsoever for any monetary or other damage suffered by the User on account of the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Services in connection thereto.
- 22.4.The User agrees that Company or any of its employees will not be held liable by the User for any loss or damages arising from the user's use of, or reliance upon the information contained on the Platform, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Company's reasonable control.

23. Reviews, ratings & comments by users:

- 23.1. The User may publicize their own content (shared public trades, shared public trading days). By publicizing the same, the User acknowledges and agrees that anyone on the Platform may use such content without restriction. The User may choose to restrict access to their content to only paid Users (subscribers) using the Platform using the options on the Platform.
- 23.2. The user is solely responsible for the content of any transmissions made through Platform or any transmissions made through any mediums offered by Platform and any materials the user adds to Platform or add to any mediums offered by Platform, including but not limited to transmissions like reviews, ratings comments and content posted by the user (the "Communications"). We do not endorse or accept any of the user's communications as representative of our views. By transmitting any public communication to the Platform, the user grants us an irrevocable, non-exclusive, worldwide, perpetual, unrestricted, royalty-free license (with the right to sublicense) to use, reproduce, distribute, publicly display, publicly perform, adapt, modify, edit, create derivative works from, incorporate into one or more compilations and reproduce and distribute such compilations, and otherwise exploit such Communications, in all Services now known or later developed.
- 23.3. The user confirms and warrants that the user has the right to grant these rights to us. The user hereby waives and grant to Company all rights including intellectual property rights and also "moral rights" in the user's Communications, posted on Platform through any of mediums of the Platform. The Company is free to use all the users Communications as per its requirements from time to time. The user represents and warrants that use of the content the user supplies does not violate these Terms and will not cause injury to any person or entity. For removal of doubts, it is clarified that, the reference to Communications would also

mean to include the reviews, ratings, comments and content posted by the user's friends tagged by the user. Also, we reserve the right to mask or unmask the user's identity in respect of the user's Communications posted by the user.

- 23.4. We have the right, but not the obligation to monitor and edit or remove any content posted by the user as Communications. We cannot review all Communications made on and through any of the mediums provided by us. We reserve the right, but have no obligation, to monitor and edit, modify or delete any Communications (or portions thereof) which we at our sole discretion deem inappropriate, offensive or contrary to any of the Company's policy, or that violate these terms.
- 23.5. We reserve the right not to upload or distribute to, or otherwise publish through the Platform or any other forums any Communication which is (a)obscene, indecent, pornographic, profane, sexually explicit, threatening, or abusive; (b) constitutes or contains false or misleading indications of origin or statements of fact; (c) slanders, libels, defames, disparages, or otherwise violates the legal rights of any third party; (d) causes injury of any kind to any person or entity; (e) infringes or violates the intellectual property rights (including copyright, patent and trademark rights), contract rights, trade secrets, privacy or publicity rights or any other rights of any third party; (f) violates any applicable laws, rules, or regulations; (g) contains software viruses or any other malicious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (h) impersonates another person or entity, or that collects or uses any information about the Platform visitors.
- 23.6. It is also clarified that, if there are any issues or claims due to the user's posts by way of User's Communications, then we reserve the right to take appropriate legal action against the user. Further, the user shall indemnify and protect us against such claims for damages or any issues, due to the user's posting of such Communications. We take no responsibility and assume no liability for any content posted by the user or any third party on the Platform.
- 23.7. The user further acknowledge that conduct prohibited in connection with the user's use of Services includes, but is not limited to, breaching or attempting to breach the security of the Platform.

24. Indemnity:

24.1.The user agrees to defend, indemnify and hold harmless Company, its employees, directors, officers, agents, representatives and their successors and assigns from and against any and all claims, liabilities, damages, losses, demands, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the user's access to and use of Services, which may result in any loss or liability to Company or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of the user's obligations herein or arising out of the user's violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive expiry or termination.

- 24.2.The User shall indemnify and hold harmless Company and their respective officers, directors, agents, and employees, from any claim, demand, loss, or actions arising out of or in connection with the utilization of the Services.
- 24.3. The User agrees to indemnify and hold harmless the Company and their respective officers, directors, agents, and employees against any claim, demand, loss or that may be suffered by the User arising out of or in connection with any supported broker/platform or any other third party.

25. **Disclaimer**: The Services are made available or provided on an "as-is" basis without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

26. Intellectual Property Rights:

- 26.1.Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Company owns all Intellectual Property Rights to and into the Platform and the Services, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, trademarks, trade names, service marks, designs, know-how, trade secrets and inventions (whether patentable or not), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.
- 26.2.Company is not responsible for the content of any third party Platforms and does not make any representations regarding the content or accuracy of material on such Platform. If the User decides to link to any such third party websites, the user does so entirely at the User's own risk.
- 26.3.Notwithstanding the foregoing, it is expressly clarified that the User will retain ownership and shall solely be responsible for any content that the User provides or uploads when using any Service, including any text, data, information, images, photographs, music, sound, video or any other material which the User may upload, transmit or store when

making use of the Company's various Services. The User expressly agrees that by uploading and posting content on to Platform for public viewing and reproduction/use of the User's content by third party users, the User accepts to grant a non-exclusive license for the use of the same.

27. **Term & Termination:** Company may suspend or terminate the User's use of the Platform or any Service if it believes, in its sole and absolute discretion that the user may have breached any of the Terms. Company may delete any content or other materials relating to the User and Company will have no liability to the User or any third party for doing so. The User shall be liable to pay for any Service that the User has already availed/ordered till the time of Termination by either party whatsoever.

28. Confidentiality:

- 28.1. The User shall keep all and any information regarding the Services and the Platform confidential, during the period of usage of this Platform and after. The User shall not, without prior written consent of the Company, transfer (whether for consideration or otherwise) such information to any third-party for any reason whatsoever. This does not include trusted third parties who assist the Company in operating the Platform, conducting business, or servicing the User, so long as those parties agree to keep this information confidential [Internal Purpose].
- 28.2. We may also release the User's information when we believe release is appropriate to comply with the law, enforce our Service or protect others or our rights, property, or safety.
- 28.3. The User is specifically prohibited from using the confidential information for purposes of seeking any commercial gain out of the said information. In the event Company is made aware of any such practice of such violation of the terms and/or conditions of this terms, Company shall be entitled to terminate the Services and/or access to the Platform, as well as initiate legal proceedings against the User, as it may deem fit at its sole discretion and without prejudice to rights available to it under applicable law.
- 28.4. We may include or offer third party products/services/platform on the Platform. These third-party products/services/platforms have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked products/services/platforms.
- 28.5. We reserve the right, at our sole discretion, to change, modify, add, or remove portions of this policy at any time.
- 29. **Governing Law:** The laws of India shall apply and courts in Chennai shall have jurisdiction in respect of all the terms, conditions and disclaimers. Company reserves the right to make changes to the Platform/Service and

the terms, conditions and disclaimers at any time and without information to the users of the Services/Platform of Company.

30. **Arbitration**: If any dispute arises between the user and Company during the User's use of the Platform or Services, in connection with the validity, interpretation, implementation or alleged breach of any provision of these terms or any our policy or the documents they incorporate by reference, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by Company. The place of arbitration shall be Chennai. The Arbitration and Conciliation Act, 1996 shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

31. Miscellaneous:

- 31.1.Any waiver of any rights available to Company under these terms shall not mean that those rights are automatically waived.
- 31.2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Company have no control over such matters.
- 31.3.Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Company does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
- 31.4.Company and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Platform.
- 32. **Customer Services**: If the user has any query, please e-mail us at support@betwizr.com