



# Terms of Service

**IMPORTANT NOTE, READ CAREFULLY.**

BY CLICKING THE “AGREE AND CREATE ACCOUNT” BUTTON (ON SIGN UP) AND BY PARTICIPATING IN THE kwiqreply SERVICES, YOU AND THE ORGANIZATION YOU REPRESENT (“CUSTOMER” OR “YOU”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT CONSISTING OF THIS PARAGRAPH, ANY REGISTRATION, ENROLLMENT OR ORDER PAGE OR FORM PRESENTED BY KHAIRNAR TECHNOLOGIES PRIVATE LIMITED. (“kwiqreply”) REFERENCING THESE TERMS AND CONDITIONS AND THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) WITH RESPECT TO THE SERVICES PROVIDED BY KHAIRNAR TECHNOLOGIES PRIVATE LIMITED. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT AND ALL DOCUMENTS AND THE THIRD PARTY TERMS AND CONDITIONS THEY REFER TO, DO NOT CHECK THE “AGREE AND CREATE ACCOUNT” BUTTON (ON SIGN UP). IF YOU CONTINUE WITH SETUP, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER. IF YOU ARE EXECUTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE AUTHORITY TO DO SO.

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## What is this document?

This document contains the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [hello@kwiqreply.io](mailto:hello@kwiqreply.io)

These Terms of Service (the "Terms") are a binding contract between you and Khairnar Technologies Private Limited ("kwiqreply," "we" and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the [Privacy Policy](#) and the Subscription Terms and Conditions ("Subscription Agreement"). If there is a conflict between these Terms of Service and the Subscription Agreement, then the Subscription Agreement shall take precedence.

## Will kwiqreply modify this Document?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the [www.kwiqreply.io](http://www.kwiqreply.io) website, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here or the [Subscription Agreement](#) agreed to by you, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## What about my Privacy?

kwiqreply takes the privacy of its users very seriously.

For the current kwiqreply [Privacy Policy](#), please visit [www.kwiqreply.io/legal](http://www.kwiqreply.io/legal)

We do not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register for the Services or send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will delete that information as quickly as possible. If you believe that a child under 13 may have provided us personal information, please contact us at [hello@kwiqreply.io](mailto:hello@kwiqreply.io).

# What are the basics of using kwiqreply?

The [Subscription Agreement](#) requires you to sign up for an account, select a password, and submit a company name ("kwiqreply User ID") and provide Social Media or other application login information that may be required to use our Services. You promise to provide us with accurate, complete, and updated registration information about yourself. You may not use any information that you don't have the right to use, or another person or company's information with the intent to impersonate that person or company. You will only use the Services for the benefit of the party who has signed the [Subscription Agreement](#).

## Eligibility

If you are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc., you are not eligible to use the Services. Only individuals who are eighteen (18) years of age or older may use the Services. kwiqreply reserves the right to terminate your account and / or deny access to the services if it is brought to our notice that you are under the age of eighteen (18) years.

## Prohibited Countries

You are not eligible to use our Services in any manner if your registered business or bank accounts are from the following countries:

- Afghanistan
- Azerbaijan
- Central African Republic
- DR Congo
- Cuba
- Eritrea
- Iran
- Iraq
- Libya
- Myanmar
- North Korea
- Pakistan
- Russia
- Somalia
- South Sudan
- Sudan
- Syria
- Ukraine
- Venezuela

- Yemen
- Zimbabwe

## **Prohibited Businesses**

The following categories of businesses and business practices are prohibited from using our Services. The types of businesses listed below are representative, but not exhaustive.

If you are uncertain as to whether your business is a Prohibited Business, or have questions about how these requirements apply to you, please contact us.

You are confirming that you will not use the Service in connection with the following businesses, business activities or business practices.

- Investment & Credit services
- Securities Brokers
- Mortgage consulting or debt reduction services;
- Credit counseling or repair
- Lending instruments
- Money and legal services
- Money transmitters, check cashing, wire transfers, money orders; currency exchanges or dealers
- Bail bonds
- Collections agencies
- Virtual currency or stored value Virtual currency that can be monetized, resold, or converted to physical or digital products and services or otherwise exit the virtual world (e.g., Bitcoin);
- Sale of stored value or credits maintained, accepted and issued by anyone other than the seller
- IP Infringement
- Regulated or illegal products and services
- Intellectual property or proprietary rights infringement
- Sales, Distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
- Any product or service that directly infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party;
- Counterfeit or unauthorized goods
- Unauthorized sale or resale of brand name or designer products or services;
- Sale of goods or services that are illegally imported or exported
- Gambling Lotteries; bidding fee auctions
- Sports forecasting or odds making
- Fantasy sports leagues with cash prizes
- Internet gaming, contests, sweepstakes, games of chance

- Regulated or illegal products or services
- Marijuana dispensaries and related businesses;
- Sale of tobacco, e-cigarettes, and e-liquid
- Online pharmacies
- Age restricted goods or services
- Weapons and munitions
- Gunpowder and other explosives
- Fireworks and related goods
- Toxic, Flammable, and radioactive materials
- Products and services with varying legal status on a state-by-state basis
- Goods or services, the sale of which is illegal under applicable law in the jurisdictions to which your business is targeted or directed
- Adult content and services
- Pornography and other obscene materials (including literature, imagery and other media)
- Any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
- Unfair, predatory, or deceptive practices
- Get rich quick schemes
- Investment opportunities or other services that promise high rewards
- Mugshot publication or pay-to-remove sites
- Platforms that facilitate the publication and removal of content (such as mugshots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm
- No-value-added services
- Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers
- Products or services that are otherwise prohibited by our partners
- Any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds
- Drug paraphernalia
- Any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
- Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
- Social media activity, Sale of Twitter followers, Facebook likes, YouTube views, and other forms of social media activity
- Substances designed to mimic illegal drugs
- Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
- Video game or virtual world credits
- Sale of in-game currency unless the merchant is the operator of the virtual world
- Any business that kwiqreply determines in our sole discretion to be unfair, deceptive, or predatory towards consumers

- Use of Services in a manner inconsistent with its use intended by us at our sole discretion or as expressly prohibited by us.

If you have any questions about prohibited businesses, get in touch with us at

[hello@kwiqreply.io](mailto:hello@kwiqreply.io)

## **Account Registration**

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.

kwiqreply reserves the right to suspend or terminate the account or access to our Services

(i) if any information provided during the registration process or thereafter proves to be inaccurate, not current, incomplete; and/or (ii) if you are found to be non-compliant with the Terms of Service or the Privacy Policy. On registration, you will receive a password protected account and an identification. You agree to:

(i) maintain the confidentiality of your password;

(ii) take full responsibility for all activities by all users accessing the Services through your account;

(iii) immediately notify kwiqreply of any unauthorized use of your account or any other breach of security that you become aware of; and

(iv) ensure that you exit from your account at the end of each session. You are solely responsible for all activities that occur under their account and that all purchases made on your account.

kwiqreply reserves the right to, at our sole discretion disable any user identification code or password if we receive any communication from any third party services that we are affiliated with that you have failed to comply their terms or with any of the provisions of these Terms of Service, Terms of Use, the Privacy Policy or Special Terms of WhatsApp Business Solution.

Notwithstanding anything to the contrary herein, you acknowledge and agree that they shall have no ownership or other property interest in our Services, and further acknowledge and agree that all rights in and to the Services are and shall forever be owned by and inure to the benefit of kwiqreply.

## Orders and Financial Terms

The Services may allow you to collect orders from users for the products or services sold by you and kwiqreply will, subject to the terms and conditions set out herein, facilitate the placement of orders for the products or services. kwiqreply reserves the right to delist any product or service.

All commercial/contractual terms are offered by and agreed to between you and whoever you sell to, alone. The commercial/contractual terms include without limitation price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to products, etc. kwiqreply does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such commercial/contractual terms between you and whoever you sell to. All discounts and offers are by you and not by kwiqreply.

You acknowledge and agree that kwiqreply may act as the payment agent for the limited purpose of accepting payments, on behalf of you. Upon payment of the amounts to kwiqreply, which are due to you, the payment obligation to you for such amounts is completed, and kwiqreply will remit such amounts minus any commissions in accordance with the Services plan, to you. You understand, accept and agree that the payment facility provided by kwiqreply is neither a banking nor financial service but is merely a facilitator providing a third party payment processor for the transactions through our Services. Further, by providing payment facility, kwiqreply is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction or the transaction price. Kwiqreply will not be liable for any charges made by the buyers' bank in relation to payment of the total amount.

You agree to provide current, complete and accurate purchase and account information for all purchases made through our Services.

In connection with any order, information such as name, billing address and credit card information will have to be provided either to kwiqreply or the third party payment processor. If the buyers of your goods and services are directed to the third party payment processor, they may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. You are responsible to review such terms and conditions and privacy policy before using the Services.

kwiqreply merely collects and routes the payment on behalf of you. All applicable taxes and levies, the rates thereof and the manner of applicability of such taxes on the bill are being charged and determined by you. kwiqreply holds no responsibility for the legal correctness/validity of the levy of such taxes. The sole liability with respect to any legal issue arising on the taxes payable for the products and services sold by you, shall be you.

You shall at all times ensure full compliance with the applicable provisions, as amended from time to time, of (a) the Information Technology Act, 2000 and the rules thereunder; (b) all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in



force); and (c) international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to Direct and Indirect Taxes applicable as per current statute in the country) regarding the use of the Application and listing, purchase, solicitation of offers to purchase, and sale of products or Services. You shall not engage in any transaction which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You understand and acknowledge that the use of the Services requires internet connectivity and telecommunication links. You shall bear the costs incurred to access and use and avail the Services, and kwiqreply shall not, under any circumstances whatsoever, be responsible or liable for such costs.

### **Disclaimers of Warranties and Limitation of Liability**

Kwiqreply endeavours to make the Services available during kwiqreply's working hours. kwiqreply does not warrant that the Application will be compatible with all hardware and software which is used by you.

You shall be solely responsible about the details pertaining to specifics (such as quality, value, saleability, etc.) of the products or services proposed to be sold or offered to be sold or purchased through our services. kwiqreply does not implicitly or explicitly support or endorse the sale or purchase of any products nor provide any warranty/guarantee of the products sold by you, and in no event shall such your products or services, be the responsibility of kwiqreply.

kwiqreply is not responsible for any non-performance or breach of any contract entered into between you and your customers. kwiqreply cannot and does not guarantee that the concerned buyers will perform any transaction concluded through our services. Kwiqreply shall not and is not required to mediate or resolve any dispute or disagreement between you and your buyers.

Kwiqreply does not at any point of time during any transaction between you and a buyer take possession of any of the products offered nor do we at any point gain title to or have any rights or claims over such products. At no time shall kwiqreply hold any right, title or interest over the products nor shall kwiqreply have any obligations or liabilities in respect of such contract entered into between the users of our services.

Kwiqreply only provides a platform for communication and it is agreed that the contract for sale of any of the products shall be a strictly bipartite contract between the users concerned.

The services may be under constant upgrades, and some functions and features may not be fully operational. Services are provided on an "as is" and "as available" basis. Kwiqreply expressly disclaims all warranties of any kind, whether express or implied with respect to the records and other data that is made available to you.

## **Privacy**

All information about you or your end users that are collected, stored or transmitted in any way on the Application, including any registration information, is subject to our Privacy Policy (the “Privacy Policy”), located at [Privacy Policy](#).

## **Optional Tools**

Kwiqreply may provide you with access to third-party tools over which kwiqreply neither monitors nor has any control nor input.

You acknowledge and agree that access to such tools is on an “as is” and “as available” basis, without any warranties, representations or conditions of any kind and without any endorsement. kwiqreply shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the Application is entirely at your own risk and discretion and it is your responsibility to ensure that you are familiar with and approve of the terms and conditions on which tools are provided by the relevant third-party provider(s).

kwiqreply may also, in the future, offer new features through the Application (including, the release of new tools and resources). Such new features shall also be subject to these Terms of Service.

## **Third Party Links**

Certain content or products available via the Application may include materials from third-parties.

Third-party links on the Application may direct you to third-party websites that are not affiliated with kwiqreply. kwiqreply is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

kwiqreply is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party’s policies and practices and make sure to understand them before engaging in any transactions. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **Intellectual property**

kwiqreply is either the owner of intellectual property rights or have the non-exclusive, worldwide,

perpetual, irrevocable, royalty free, sub-licensable (through multiple tiers) right to exercise the intellectual property, on the Application, and on the material published on it.

You must not modify the paper or digital copies of any materials printed or downloaded in any way, and they must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the materials on the Application for commercial purposes without obtaining a licence to do so from kwiqreply.

## **Indemnification**

You agree to indemnify, defend and hold harmless kwiqreply, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of a breach of these Terms of Service or the documents they incorporate by reference, or violation of any law or the rights of a third-party.

## **Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Termination**

These Terms of Service are effective unless and until terminated by either kwiqreply or you. You may terminate these Terms of Service for at any time by notifying kwiqreply that you no longer wish to use the Application or the Services, or when you cease using the Application. On termination, the Platform Fee mentioned in the Subscription Agreement will have to be paid to kwiqreply for the entire remaining duration of Initial Term or Renewal Term as defined in the Subscription Agreement.

If in kwiqreply's sole judgment you fail, or kwiqreply suspects that you have failed, to comply with any term or provision of these Terms of Service, kwiqreply may also terminate their access to the Application, or cease the provision of the Services at any time without notice. You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the Application or the Services (or any part thereof).

## **Entire Agreement**

These Terms of Service and any policies or operating rules posted by kwiqreply on the Application

constitute the entire agreement and understanding between you and kwiqreply with respect to the Application, and supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and kwiqreply (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **Waiver**

The failure of kwiqreply to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

## **Governing law and dispute resolution**

These Terms of Service are governed by the laws of India. Any action, suit, or other legal proceeding, which is commenced to resolve any matter arising under or relating to this Application, shall be subject to the jurisdiction of the courts at Pune, India.

## **Contact Information**

Questions about the Terms of Service should be sent to us at [hello@kwiqreply.io](mailto:hello@kwiqreply.io)

## **Policies**

Policies related to penalties, refunds, cancellation will be updated in the website from time to time. kwiqreply holds the right to change these policies as required in the website without any permission from you.

# **What are my rights in kwiqreply?**

Kwiqreply owns the Services. Do not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain material, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the "Content"); Please remember that just because this functionality exists, doesn't mean that all the restrictions of these Terms don't apply – they do!

## Do I have to grant any licenses to kwiqreply or to other users?

Anything you post, upload, send, store, or otherwise provide through the Services is your "User Submission." Some User Submissions may be viewable by others if you choose for them to be. In order to display your User Submissions on the Services, and to allow other users to use them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also personally-identifiable information.

For all User Submissions, you hereby grant kwiqreply a license to translate, modify (for technical purposes, for example making sure your content is viewable on a smartphone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership of User Submissions is not affected.

If you store a User Submission in your own personal kwiqreply account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant kwiqreply the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so. Note that all User Submissions remain within your account and are not accessible by or shared with any other customer of kwiqreply.

If you share a User Submission only in a manner that only certain specified users can view (for example, a text or multimedia message to one or more other users) (a "Limited Audience User Submission"), then you grant kwiqreply the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, irrevocable, and worldwide, provided that when you delete your Company account, we will stop displaying your User Submissions. User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users or recipients.

Finally, you understand and agree that kwiqreply, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

## Who is responsible for what I see and do on the Services?

Any information or content transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, or that you transmit to anyone. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

If there is a dispute between participants on this site, or between you and any message recipients, you agree that kwiqreply is under no obligation to become involved. In the event that you have a dispute with one or more other users or message recipients, you release kwiqreply, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

Absolutely do not use kwiqreply's Services to spam anyone or to circumvent the limitations set by our affiliated businesses and API's. If you choose or attempt to do so, your account will be immediately terminated.

## What if I want to stop using kwiqreply?

You are free to stop using our Services at any time, by contacting us at [hello@kwiqreply.io](mailto:hello@kwiqreply.io); please refer to our [Privacy Policy](#), your [Subscription Agreement](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. Please be aware that you shall remain liable for the Platform Fee for the entire duration of the Initial Term or Renewal Term mentioned in the Subscription Agreement.