



Subscription Agreement

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.

EFFECTIVE FROM 01 MAY 2021

Table of Contents

1. Services and Support.....	3
2. Restrictions and Responsibilities	3
3. Confidentiality.....	4
4. Intellectual Property Rights.....	5
5. Payment of Fees.....	6
6. Term & Termination	7
7. Client Software Security.....	8
8. Warranty Disclaimer.....	9
9. Limitation of Liability.....	9
10. Miscellaneous	9

Services and Support

1. Subject to the terms and conditions of this Agreement, kwiqreply will use commercially reasonable efforts to provide the Services. The Services are subject to modification from time to time at kwiqreply's sole discretion, for any purpose deemed appropriate by kwiqreply. kwiqreply will use reasonable efforts to give the Customer prior written notice of any such modification.
2. kwiqreply will undertake commercially reasonable efforts to make the Services available twenty four (24) hours a day, seven (7) days a week, subject to downtime from scheduled maintenance or events outside the direct control of kwiqreply. Notwithstanding the foregoing, kwiqreply reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, attempts to spam people etc. in the sole discretion of kwiqreply.
3. Subject to the terms hereof, kwiqreply will provide reasonable support to Customer for the Services from **Monday through Friday** during kwiqreply's normal business hours.
4. If Customer has registered for the demo version of the Services, this Agreement will still apply. Upon Customer switching from the demo to the production version of the Services, this Agreement will continue to apply, along with the payment and other terms entered into by Customer at the time of payment.

Restrictions and Responsibilities

1. Access to the Services may require the Customer to install certain software applications. Customer agrees to be bound by any End-User Software Agreements that govern the installation and use of such client software applications.
2. Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for time sharing or service bureau purposes or for any purpose other than its own use for the benefit of End Users; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations.
3. Customers will cooperate with kwiqreply in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as kwiqreply may reasonably request. Customer will also cooperate with kwiqreply in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

4. Customer will designate an administrator who will be responsible for all matters relating to this Agreement (“Primary Contact”). Customers may change the individual designated as Primary Contact at any time by providing written notice to kwireply in the manner requested by kwireply.

5. Customer hereby agrees to indemnify and hold harmless kwireply against any damages, losses, liabilities, settlements and expenses (including without limitation, costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although kwireply has no obligation to monitor the content provided by Customer or Customer’s use of the Services, kwireply may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

6. Customers will be solely responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer’s knowledge or consent.

7. Customer further acknowledges, agrees to and is bound by the [Terms of Use and Privacy Policy](#) on kwireply’s website (as they may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.

8. Customer acknowledges and agrees that the Service operates on or with or using services operated or provided by third parties, such as SMS service providers (“Third Party Services”). kwireply is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. kwireply does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party’s terms and conditions. Customers acknowledge and agree to discover, read, understand and follow all such third party terms and conditions and also to be in compliance with such at all times.

Confidentiality

1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information relating to the Disclosing Party’s technology or business (hereinafter referred to as “Confidential Information” of the Disclosing Party).

2. The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect

such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, kwiqreply may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance.

3. Customer acknowledges that kwiqreply does not wish to receive any Proprietary Information from Customer that is not necessary for kwiqreply to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, kwiqreply may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

4. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

Intellectual Property Rights

Except as expressly set forth herein, kwiqreply alone (and its licensors, where applicable) will retain all rights relating to the Service or the Software or any intellectual property rights, technology, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided or created by Customer or any third party relating to the Service and/or the Software, which are hereby assigned to kwiqreply. Customer acknowledges that it does not have any ownership or license or (except for the limited non-exclusive right to use the Service as expressly stated in this Agreement) other rights relating to the Service or the Software or any precursors thereof or components thereof or any intellectual property relating to or embodied in any of the foregoing. Customers will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. Customer is hereby granted a non-exclusive, non transferable, revocable right to use the Resulting Data for its internal analysis purposes only. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights.

kwiqreply will obtain and process messages via any platform, SMS content/data provided by or on behalf of Customer ("Content") only to perform its obligations under this Agreement. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content distributed through the Services and the intellectual property rights with respect to that Content. If kwiqreply received any notice or

claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a “Claim”), kwiqreply may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify kwiqreply from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

kwiqreply shall hold Customer harmless from liability to unaffiliated third parties resulting from infringement by the Service of any patent or any copyright or misappropriation of any trade secret, provided kwiqreply is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; kwiqreply will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services

(i) not created by kwiqreply,
(ii) resulting in whole or in part in accordance from Customer specifications,
(iii) that are modified after delivery by kwiqreply,
(iv) combined with other products, processes or materials where the alleged infringement relates to such combination,
(v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or
(vi) where Customer’s use of is not strictly in accordance with this Agreement and all related documentation. Customers will indemnify kwiqreply from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from kwiqreply’s indemnity obligation by the preceding sentence.

Payment of Fees

1. Customers must at all times maintain a current effective credit or debit card with kwiqreply to enable kwiqreply to charge and receive payment for Customer’s use of the Services. Customer will pay kwiqreply the applicable fees as set forth in the payment plan Customer selects at <https://www.kwqreply.io/pricing.html> in connection with this Agreement or if Customer was enrolled in a payment plan with kwiqreply prior to the agreeing to this Agreement, then the terms of such payment plan that are specified in the Billing Information Page within your account for such payment plan (the “Fees”). If Customer use of the Services exceeds the maximum number of messages set forth in the Billing Information Page or if Customer’s Account Balance reaches below the limits specified in the Schedule for the payment plan selected by Customer, or for any reason, Customer fails to timely pay the Fees, then kwiqreply will charge such credit or debit card at the level set specified in the Schedule for such payment plan, or, if Customer has selected the application of credits in the Refill Settings for such payment plan, kwiqreply shall first apply such credits to the extent available before applying any credit or debit card charge; in any event, kwiqreply will report to Customer the amount charged. To the extent applicable, customers will pay kwiqreply for additional services, such as integration fees or other consulting fees. If not otherwise specified, kwiqreply will charge the Customer's credit card for such payments at the time such additional services are rendered.

Fees payable to kwiqreply are stated in <https://www.kwiqreply.io/pricing.html> . kwiqreply will electronically invoice Customers for the Services on a monthly basis. All fixed payments like Platform Fees or any other committed fees are due and payable on the date of invoice via automated recurring transactions via Netbanking, Credit Card or Debit Card. All variable fees like Message Fees and Unique Customer Fees are prepaid via prepaid credits except where specified as postpaid on case to case basis.

kwiqreply reserves the right to suspend or terminate any Services after having sent notice that a payment is overdue by thirty (30) days (“Overdue Notice”), and such payment has not been received by kwiqreply within ten (10) days after dispatch of the Overdue Notice.

2. Customer may only dispute amounts payable as follows:

(i) Customer must provide to kwiqreply a written notice over email of the disputed portion of fees invoiced by kwiqreply or self-invoiced by Customer within thirty (30) working days from the date of invoice;

(ii) kwiqreply will provide Customer with an itemized transaction log report of all relevant Transactions;

(iii) Within three (3) working days from the issuance of such report Customer must demonstrate with respect to every Transaction that it has not been performed and kwiqreply will correct the relevant invoiced amount and

(iv) kwiqreply will re-submit the corrected invoice for payment by Customer, taking into consideration the Invoice Correction.

Operator records made available to kwiqreply will be conclusive as to the calculation of fees relevant to Transactions. Customers will pay all applicable transaction-based taxes, including GST and duties related to the purchase of the Services. Customers will be responsible for self-assessment and remittance of all transaction-based taxes unless otherwise invoiced by kwiqreply. All prices are exclusive of tax. If required to do so kwiqreply, will charge applicable taxes per rules of State, where registered. All rights of the Customer are made expressly conditional upon timely payment of invoices.

3. If Customer’s payment obligations exceed the credit limit on Customer’s credit card or for any reason, a credit card charge is rejected, Customer shall either promptly provide kwiqreply with an additional credit card to pay such amount or otherwise pay kwiqreply within two business days of the event. In any event, Customer shall be liable for any finance charges levied by the payment networks processing Customer’s payment, plus and additional charge equal to two percent (2.0%) per month on the outstanding amount, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys’ fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes unless Customer has provided kwiqreply with a valid

exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding by itself and will not reduce the amount paid to kwiqreply on account thereof.

Term & Termination

1. The Effective Date of this Agreement is that date of receipt of API key by Customer, via email. This Agreement commences on the Effective Date for an initial period of twelve (12) months “Initial Term” and will be renewed automatically for twelve (12) months on each anniversary of the Effective Date (the “Renewal Term”) unless this Agreement is terminated by as provided for in this document.

2. kwiqreply may terminate all or part of the Services upon thirty (30) days’ advance notice in the event that a Customer has not utilized the Service or Services for a minimum period of three (3) months.

3. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the currently active term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice,

(i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings,

(ii) upon the other party's making an assignment for the benefit of creditors,

(iii) upon the other party's dissolution or ceasing to do business, or

(iv) in the case of kwiqreply, upon the nonpayment of Fees at the applicable due date.

4. All sections of this Service Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

Client Software Security

kwiqreply represents and warrants that it will not knowingly include, in any kwiqreply software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally circumvent, disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, kwiqreply fails to comply with the warranty in this Section, Customer may promptly notify kwiqreply in writing of any such noncompliance. kwiqreply will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or

provide the Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance.

Warranty Disclaimer

THE SERVICES AND KWIQREPLY CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. KWIQREPLY (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Limitation of Liability

IN NO EVENT WILL KWIQREPLY (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF KWIQREPLY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF KWIQREPLY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (I) TEN THOUSAND INDIAN RUPEES, OR (II) THE FEES PAID TO KWIQREPLY HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with kwiqreply's prior written consent. kwiqreply may transfer and assign any of its rights and obligations under this Agreement with or without written notice to the Customer. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications

must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind kwiqreply in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. kwiqreply will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of India without regard to any conflict of laws provisions. The federal courts in India will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction. kwiqreply is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion. Customer agrees that kwiqreply may use the Customer's logos or name on kwiqreply's website and disclose relevant information as necessary in press announcements, case studies, trade shows, or other forms.