

TERMS AND CONDITIONS OF USE

Effective Date: 20 January 2026

Website: zapdata.in

1. PREAMBLE AND PARTIES

These Terms and Conditions ("Terms" or "Agreement") govern the access to and use of **zapdata.in** (the "Platform") and the services provided therein.

This Agreement is entered into between:

Finbud Financial Services Limited, a company incorporated under the Companies Act 1956, having **CIN U67190KA2012PTC064767** and registered office at **No.10, 1st Floor, 6th Main, 9th Cross Jeevan Bhima Nagar, Bangalore, Karnataka, India, 560075** (hereinafter referred to as the "**Service Provider**", "We", "Us", or "Our", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

The User (hereinafter referred to as the "**User**", "You", or "Client"), being any individual or corporate entity accessing the Platform or availing the Services.

The Service Provider and the User shall individually be referred to as "Party" and collectively as "Parties".

2. ACCEPTANCE OF TERMS

By accessing the Platform or subscribing to our Services, you acknowledge that the Service Provider owns and operates the technology platform under the brand name "**zapdata.in**". You agree that the Service Provider has the requisite skills, infrastructure, and resources to render the Services and you agree to be bound by these Terms.

3. SCOPE OF SERVICES

3.1. Provision of Services: Subject to these Terms, the Service Provider shall render data analysis, reporting, and insight services ("Services") based on data points authorized by the User or available on the Platform. The Service Provider shall render the Services on a best-effort basis.

3.2. Data Accuracy: You agree to provide relevant information ("Data Points") based on express authorization. The Service Provider shall analyze these Data Points to provide reports or insights.

- **Disclaimer:** You understand that the Services provided depend on the Data Points and information shared. Hence, the Service Provider **does not ensure the accuracy** of the Services provided and shall not be held liable under this Agreement for any inaccuracy or anomaly in the provision of the Services.

3.3. **Non-Exclusivity:** You agree that the Service Provider provides Services on a non-exclusive basis and may provide services same as or similar to the Services to any third party, including competitors of the User.

4. FEES, INVOICING, AND PAYMENT

4.1. **Fees:** For paid Services, the User shall pay the fees as detailed in the specific service order or subscription plan selected on the Platform ("Fees"). All applicable taxes, cess, and other levies (including GST) shall be payable over and above the Fees.

4.2. **Invoicing & Disputes:** The Service Provider shall be on prepaid basis

- Any discrepancies regarding an invoice must be notified within three (3) days of receipt, failing which the invoice is deemed accepted.
- Disputes shall be discussed in good faith within 7 days. Upon resolution, the balance must be paid within 3 days. Undisputed portions must be paid immediately.

4.3. **Taxes:** The Party collecting taxes (e.g., GST) must pay such sums to the relevant authority. Failure to do so will render that Party liable to reimburse the other Party for lost tax credits, interest, penalties, or late charges incurred due to such failure.

5. REPRESENTATIONS AND WARRANTIES

5.1. **Service Provider Warranties:** We represent that we have the full corporate right to enter into this Agreement and that our personnel have the requisite skill and competence to provide the Services.

5.2. **User Warranties:** You represent and warrant that:

- You have the authority to enter into this Agreement and comply with applicable laws (including tax and licensing).
- You will not use any Confidential Information of a third party which is subject to confidentiality obligations or infringe third-party Intellectual Property rights while using the Services.
- You have obtained express consents and authorizations in accordance with applicable laws prior to sharing any Data Points with the Service Provider.

6. INTELLECTUAL PROPERTY RIGHTS (IPR)

6.1. **Ownership:** All existing Intellectual Property (patents, copyrights, trademarks, data rights, etc.) of either Party remains the property of that Party.

6.2. Foreground IP: Any intellectual property created by the Service Provider pursuant to the Services, such as **insights, analysis, and reports** (“Foreground IP”), shall be the sole property of the Service Provider.

6.3. License to User: The Service Provider grants the User a limited "right to use" the Foreground IP solely for its business purposes.

- The User agrees **not** to disclose or claim the Foreground IP as its own, nor share it with any third party.
- The User may share the Foreground IP with its employees strictly on a "need-to-know" basis.

7. CONFIDENTIALITY

7.1. Definition: "Confidential Information" includes technical data, business info, customer data, and the insights/reports generated by the Service Provider.

7.2. Obligations: The Receiving Party shall:

- Keep Confidential Information in strict confidence.
- Not use it for any purpose other than performing obligations under these Terms.
- Restrict disclosure to employees/agents on a need-to-know basis who are bound by similar confidentiality obligations.

7.3. Exceptions: Confidentiality does not apply to information that is publicly available without fault of the Service Provider, lawfully acquired from a third party, or independently developed.

8. INDEMNITY AND LIMITATION OF LIABILITY

8.1. Indemnity: You agree to indemnify and hold harmless the Service Provider, its directors, and employees from any losses, claims, or damages arising from:

- Breach of your obligations or warranties.
- Infringement of Intellectual Property rights.
- Gross negligence, misconduct, or fraud by you.

8.2. Limitation of Liability:

- **No Consequential Damages:** Neither Party shall be liable for indirect, special, incidental, or consequential damages (including loss of profit).
- **Liability Cap:** The aggregate liability of the Service Provider arising out of this Agreement **shall not exceed the Fees paid in the preceding one (1) month** from the date such claim arose.

9. TERM AND TERMINATION

9.1. Term: For subscription users, the term is valid for the duration of the subscription (default "3 Year Term" for enterprise contracts unless specified otherwise).

9.2. Termination:

- Either Party may terminate by giving thirty (30) days prior written notice.
- Immediate termination is permitted for uncured breach (15 days notice), insolvency, or assignment for the benefit of creditors.

9.3. Consequences: Upon termination, you must cease using the Service Provider's IP and return/destroy Confidential Information.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. Jurisdiction: This Agreement is governed by the laws of India.

10.2. Arbitration: Any Dispute shall be referred to a mutually appointed sole arbitrator under the Arbitration and Conciliation Act, 1996.

- **Language:** English.
- **Venue:** Finbud Financial Services Limited Office at No.10, 1st Floor, 6th Main, 9th Cross Jeevan Bhima Nagar, Bangalore, Karnataka, India, 560075.

10.3. Courts: Subject to arbitration, the courts in **Bangalore** shall have exclusive jurisdiction.

11. MISCELLANEOUS

- **Assignment:** You may not assign rights under this Agreement without our written consent.
- **Force Majeure:** We are not liable for delays caused by events beyond our reasonable control (acts of God, pandemics, internet outages, etc.).
- **Severability:** If any provision is invalid, the remaining provisions remain in effect.
- **Notices:** Notices must be in writing (email or registered mail) to the address provided in Clause 1.

12. REFUND

- No refunds will be allowed.

BY USING ZAPDATA.IN, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM.