

## **Terms and Conditions of Use**

### **1. General**

Aria CFO Services LLP (“Aria CFO Services”) offers services including but not limited to management reporting, pay roll management, book keeping, statutory compliance management, etc. Aria CFO Services also offers donation management services through ERP4Impact. The following Terms and Conditions of Use (“Terms”) address the requirements applicable to your use of our ERP4Impact platforms and services (“Services”).

### **2. Acceptance of the Terms**

Our Services are available to users who are 18 years of age or older. Your access to and use of our Services is subject to the Terms outlined herein. By accessing or using Services, you agree to these Terms. Any new features or functionalities that are added to any Service shall also be subject to these Terms. You are advised to check these Terms from time to time for any updates or changes that may impact the user. If you do not agree with these Terms or any changes thereto, you shall have no right to use the Services and such use must be terminated immediately. You are also responsible for ensuring your Affiliates comply with the terms of this Agreement, if applicable.

### **3. Electronic Communications**

You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the website, satisfy any legal requirement that such communications be in writing.

### **4. Terms applicable to specific content and areas of the site**

Some areas of the site or content provided on or through the site may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of the site or content (including terms and conditions applicable to a corporation or other organization and its users). If there is a conflict or inconsistency between these Terms and the rules, guidelines, user agreement or any other terms and conditions, if applicable, for a specific area of the site or for specific content, the latter shall have precedence with respect to your access and use of that area of the site or content.

## **5. License**

We, hereby, grant you a limited, non-exclusive, non-sub licensable and non-transferable license to use the Services, subject to your acceptance to Terms specified herein. We strictly prohibit any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the Services or any component thereof. You are permitted to copy information from the Services only to the extent of your own use of the Services. Otherwise, you have no permission to reproduce, duplicate, copy, sell, resell, license, rent or otherwise exploit for commercial purpose, any portion of the Services that is not expressly permitted by Aria CFO Services. Unless specifically authorized in writing, we strictly prohibit the commercial use or public dissemination of any information and data gathered from Aria CFO Services. You retain ownership of the data you provide in connection with the Services, except that you grant Aria CFO Services a limited license to use any data you provide in connection with the Services to: (i) provide you with the Services; (ii) support and improve the Services; (iii) collate, aggregate, analyse, or combine such data in aggregate or summary form.

## **6. Use of Services**

Your use of services is subject to all agreements such and other terms and conditions that accompanies or is included with the services, as applicable.

- a. By creating an ERP4Impact platform and services user account, you consent to:
  - i. provide accurate, true, complete and current information about your organization;
  - ii. maintain and without delay update the data required for registration to keep it accurate, current, true and complete;
  - iii. use the account you created only to access the Service;
  - iv. prevent anyone else from using your account to access the Service; and
  - v. not use the name of another individual with the purpose to impersonate that individual or in a manner that otherwise leads to confusion regarding the origin of your account.
  
- b. You will not, and if you are the customer, will not allow or authorize its users to, use our Services to:
  - i. transfer the Services or otherwise make it available to any third party;
  - ii. provide any service based on the Services without prior written permission;
  - iii. use the third party links to sites without agreeing to their website terms & conditions;

- iv. post links to third party sites or use their logo, company name, etc. without their prior written permission;
  - v. host, display, upload, modify, publish, transmit, store, update or share any information that belongs to another person and to which you do not have any right, including personal or confidential information of any person or entity without obtaining consent or permission from such person or entity;
  - vi. use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of Aria CFO Services;
  - vii. use our Services in any manner that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations of India with other countries, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other countries;
  - viii. create a false identity to mislead any person as to the identity or origin of any communication;
  - ix. use the services for transmitting information that is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; or
  - x. use the services in a manner that relates to or encourages any activity prohibited by law in India.
  - xi. reverse engineer, decompile or disassemble the Software.
  - xii. publish the Software for others to copy; e. rent, lease or lend the Software
- c. You are, and if you are the customer, ensure that your users are prohibited to take any actions that:
- i. infringe on or dilute any Services or third party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
  - ii. violate any applicable law, statute, ordinance or regulation;
  - iii. are defamatory, libelous, trade libelous, threatening, harassing, or obscene;
  - iv. interfere with or disrupt usage of Services;
  - v. involve knowingly distributing viruses, Trojan horses, worms, or other similar harmful malware;
  - vi. encourage conduct that violates any applicable local, state, national or international laws or regulations; or
  - vii. involve the unauthorized access to the Services.

If you violate any portion of this section, you accept sole responsibility for all remedial actions and costs related to such violation, including compliance efforts and costs

associated with statutory obligations, government investigations or other legal remedies.

## **7. User Accounts**

In order to access certain components of the Services, you must sign up for a user account and provide certain required information. You agree to be solely responsible for providing true, accurate, current, and complete information and for maintaining the confidentiality of your user name, password, account credentials, and other sensitive information. You are responsible for all activities that occur in your user account and agree to inform Aria CFO Services immediately of any unauthorized use of ERP4Impact user account by sending an email to [info@ariaadvisory.in](mailto:info@ariaadvisory.in)

As users of the account, you are entitled to regular updates in the software for maintenance and upkeep of the Services if the subscriptions are active and paid. We reserve the right to terminate user accounts that remain unpaid for a continuous period of thirty (30) days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

## **8. Privacy Policy**

Aria CFO Services has developed a policy to address your privacy concerns. For more information, please see Aria CFO Services Privacy Policy. Any personal information collected on the ERP4Impact platform may be accessed and stored globally and will be treated in accordance with Aria CFO Services Privacy Policy. Your election to use the Services indicates your acceptance of the terms of the Aria CFO Services Privacy Policy.

## **9. Fees and Payments**

The Services are available under subscription plans of various durations as prescribed by Aria CFO Services in User License Agreement. Payments for subscription plans can be made via bank transfers or cheque payment or any other modes as prescribed by Aria CFO Services in User License Agreement. Prepayments are non-refundable. From time to time, we may change the price of any Service. Any increase in charges will not apply until the

expiration of your then-current billing cycle. Certain consulting services, support, or other assistance are not included in subscription fees, and will be billed at a separate rate.

## **10. Enforcement of Agreement**

Aria CFO Services reserves the right to suspend the provision of ERP4Impact Services or take other appropriate remedial action to address actual or suspected violations of this Terms. Aria CFO Services reserves the right to remove any content from ERP4Impact Services that it determines, at its reasonable discretion, may be illegal, tortious, or infringing on the rights of a third party. If you become aware of any activity that violates these Terms, you agree to promptly notify Aria CFO Services of any such violation and take all necessary action to cease such violation. Violations or suspected violations of this agreement shall be immediately reported to [info@ariaadvisory.in](mailto:info@ariaadvisory.in).

## **11. Third Party websites, content, products and services**

The ERP4Impact platforms may provide links to web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors. Aria CFO Services is not responsible for third party content provided on or through the platforms or for any changes or updates to such third party sites, and you bear all risks associated with the access to, and use of, such web sites and third party content, products and services.

## **12. User Generated Content**

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. If you are a publisher of news and current affairs content as defined under Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021, you shall furnish details to the Ministry of Information and Broadcasting as required by rule 18. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you "AS IS" for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrighable content available on any of the Services you affirm

that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Aria CFO Services will have the right to block access to or remove such content made available by you if Aria CFO Services receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by Aria CFO Services for this purpose.

### **13. Trademark**

You agree not to display or use, in any manner, the Aria CFO Services trademarks, without Aria CFO Services' prior permission.

### **14. Intellectual Property**

Aria CFO Services and its licensors, as the case may be, own all right, title and interest in and to the Aria CFO Services Intellectual Property. Subject to the limited rights expressly granted hereunder, Aria CFO Services reserves all rights, title and interest in and to the Aria CFO Services Intellectual Property. No rights are granted to you other than as expressly set forth herein.

### **15. Disclaimer of Warranties**

Aria CFO Services make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the ERP4Impact platforms for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Aria CFO Services hereby disclaims all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

### **16. Limitation of Liability**

You agree that Aria CFO Services shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if Aria

CFO Services has been advised of the possibility of such damage. In no event shall Aria CFO Services' entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid for the given financial year by you towards such service.

## **17. Indemnification**

You agree to indemnify and hold harmless Aria CFO Services, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Aria CFO Services.

## **18. Monitoring**

Aria CFO Services has no obligation to monitor the platforms or screen the content that is shared. However, Aria CFO Services reserves the right to review and to monitor all use of and activity on the platforms, and to remove or choose not to make available on or through the platforms any content in its sole discretion.

## **19. Suspension and Termination**

Aria CFO Services may, in its sole discretion, at any time discontinue providing or limit access to the Services. You agree that Aria CFO Services shall not be liable to you or any third-party for any termination or limitation of your access to, or use of the platforms or any content, including Content that you may have shared.

## **20. Severability**

If any provision of these Terms, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the intended effect of the original provision and the remainder of these Terms will remain in full force.

## **21. Governing Law**

Any controversy or claim arising out of or relating to the Terms shall be settled and adjudicated exclusively by the courts of Mumbai in accordance with the laws of India without regard to conflict of law principles.

## **22. Contact**

If you have any questions regarding these Terms, please contact us at [info@ariaadvisory.in](mailto:info@ariaadvisory.in)

## **23. Updates**

Aria CFO Services reserves the right to modify this Agreement from time to time, effective upon posting a revised copy on the ERP4Impact platform.