

## TERMS OF SERVICE

TERMS OF SERVICE The Mobile Application (as defined herein after), the Desktop Application (as defined herein after) and the Website (as defined herein after) are provided by Alcodes Mobility Pvt Ltd with Product Name as "**TallyDekho**", company incorporated under the laws of India with CIN U74999RJ2018PTC060109 with its office at T1, 4thFloor, Tirthraj Appartments, Jacob Road, Civil Lines., Jaipur-302006, Rajasthan, India. In these Terms of Service, the term "User" refer to you, the Person or entity using the Mobile Application, Desktop Application, the Website and/or procuring any service or product from TallyDekho. It is clarified that in case of a company, partnership, trust or any other legal entity which uses or accesses the Services or the TallyDekho Products, "User" shall include such company, partnership, trust or any other legal entity;

TallyDekho offers the Mobile Application, Desktop Application, Website and support services conditioned upon the User's acceptance of all terms, conditions, policies, and notices stated here. By procuring a service from TallyDekho, or by use of the Mobile Application, Desktop Application, Website or platform, the User agrees to be bound by these terms and conditions . If the User does not agree to all the Terms of Service of this agreement, then the User may not access the mentioned app or services provided by TallyDekho.

Any new product or services provided by TallyDekho, or any new features or tools which are added to the application, website or platform shall, unless specifically stated otherwise, be subject to these Terms of Service.

### 1. Changes to the Terms of Service

#### 1.1

TallyDekho reserves the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to TallyDekho's application, website or platform. It is the User's responsibility to check this page periodically for changes. Following the posting of any changes, the User's continued use of or access to the website, application or platform or the use of the product or services from TallyDekho, constitutes acceptance of such revised Terms of Service.

#### 1.2

TallyDekho may, without prior notice, change the Services or the TallyDekho Products; add or remove functionalities or features; stop providing the Services or create usage limits for the Services or the TallyDekho Products.

### 2. Acceptance of the Terms of Service

#### 2.1

For the User's use of the TallyDekho Products and Services, TallyDekho grants the User a limited, non-exclusive, non-transferable right to install and / or use the TallyDekho Products. However, the User shall not copy the TallyDekho Products or any of its components.

## **2.2**

TallyDekho also grants the User a non-exclusive, non-transferable license to access such content on the TallyDekho Products which is owned by TallyDekho. For using any content owned by a third party Person, the User still require a license from such third party Person (including, without limitation, the Software Providers), and TallyDekho does not license such content to the User and the User's use of content owned by a third party Person, including any content owned by the Software Providers, is governed by applicable terms and conditions prescribed by such third party Person.

## **3. Conditions for use**

### **3.1**

By agreeing to these Terms of Service, a User (which such User is a natural Person) represents that the User is at least the age of majority i.e. 18 years, and is competent to contract.

### **3.2**

In case TallyDekho alters or amends the eligibility criteria to be registered for receiving the Services and the User no longer complies with the new eligibility criteria, as determined by TallyDekho in its sole discretion, the User accepts that TallyDekho may restrict or suspend the access to the Services without any liability for TallyDekho. The User is solely responsible for ensuring that the User are in compliance with these Terms of Services

### **3.3**

The User agrees that the User shall, as required or instructed by TallyDekho, update the TallyDekho Products (if so required) and / or any device to operate the TallyDekho Products, as may be instructed by TallyDekho.

### **3.4.**

The User shall co-operate with TallyDekho and its officers, representatives, directors and agents and render assistance to the TallyDekho in integration of the TallyDekho Products, if so required by TallyDekho, for the purpose of enabling and providing the Services.

### **3.5.**

The User shall ensure that there are proper security measures at its respective desktop, mobile device or other device used to access the TallyDekho Products to prevent any hacking and the User accepts all liabilities with respect to any compromise or unauthorized use or disclosure or access to such information.

### **3.6**

The User need to download TallyDekho Mobile app from Google Playstore or apple store and register via mobile app itself by entering name, phone and email and verifying either phone or email.

#### **4. Availability of the Services and the TallyDekho Products**

**4.1.** The User may not use the Services or the TallyDekho Products for any illegal or unauthorised purpose nor may the User, in the use of the TallyDekho Products, violate any Applicable Laws (including but not limited to copyright laws). TallyDekho reserves the right to refuse or discontinue the Services or the TallyDekho Products to anyone for any reason at any time.

**4.2.** The User agrees and undertakes to pay the Fee for the Services, as displayed on the TallyDekho Products. The User agrees and accepts that TallyDekho has arrangements with banks, financial institutions and payment processors/gateways for the collection of the Fees and the User shall strictly adhere to the terms of such banks, financial institutions and payment processors with respect to the payment of Fees. In case TallyDekho is unable to collect the Fees from the User for any reason whatsoever, including, without limitation, on account of any technical malfunction, the User agrees and undertakes to promptly pay the Fees to TallyDekho. In case of the non-payment of the Fees, TallyDekho reserves the right to discontinue the Services and/or restrict the User's access to the TallyDekho Products.

#### **4.3.**

The Fees for the Services or any other services provided by TallyDekho, as displayed on the TallyDekho Products, are subject to change without notice. TallyDekho reserves the right to modify the Fee at any time with a notification to the User. In case of the User's continued use of the TallyDekho Products, it shall be deemed that the User has accepted such revised Fees.

#### **4.4.**

The User agrees to promptly update the User's account and other information required by TallyDekho, including the User's email address, mobile number, personal details, and details of a User's payment instrument, in connection with the provision of the Services. The User undertakes to provide all such information, documents, and data as may be required or instructed by TallyDekho for the use of the Services.

#### **4.5.**

The User will be required to setup an account with TallyDekho on the TallyDekho Products for the use of the Services. The User will be required to provide personal details, login information, a password and other information required by TallyDekho in connection with the setup of the account. In case of any inaccuracy or material omission in the information provided by the User to TallyDekho, TallyDekho reserves the right to discontinue to the provision of the Services or prevent the User's right to access the TallyDekho Products.

#### **4.6.**

The User hereby grants TallyDekho the right to access all information, data and details stored or available on the Software, including, without limitation, any Confidential Information, that is required or necessary for TallyDekho for the provision of the Services. The User agrees and accepts that TallyDekho may store, transfer, process and utilize the information, data and details of the User, including, without limitation, any Confidential Information, in connection with the provision of Services, including without limitation, store such information, data and details in the servers of TallyDekho.

## **5. Refund Process**

Since we offer 7 day free full functional trial to every user, so there is no refund process. However such requests can be analyzed on a case to case basis. User may write to our Nodal Officer contact of which is given in our Privacy Policy.

## **6. Restrictions on the use of the TallyDekho Products**

### **5.1**

The availability of the TallyDekho Products or the Services is subject to the maintenance of an active computer / mobile phone, electricity, internet connection and other utilities or infrastructure, as may be necessary. The User is solely responsible for all liability arising from the unavailability of the TallyDekho Products, or the Services due to a deficient or defective computer / mobile handset or the internet service provider not being able to support the TallyDekho Products or the lack of an electricity connection or any other utility or infrastructure which prevents the use of the TallyDekho Products, or the availability of the Services.

### **5.2.**

The User shall be solely responsible for the confidentiality, safety and security of the user account opened by the User. The User shall be the sole owner of the password and shall be responsible for the consequences arising out of disclosure of the password and/or the unauthorized use of User's account. In case the password is lost or misplaced, the User shall promptly inform TallyDekho. In case the username and the password associated with the User's account is lost/stolen/misplaced/hacked/no longer in the User's control, The User shall promptly inform TallyDekho. TallyDekho will upon receipt of such information block the relevant account.

### **5.3**

The User shall not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the TallyDekho Products or any component or content thereof, available to any third parties prior the prior written consent of TallyDekho.

### **5.4.**

The User shall not attempt to or engage in any activity that may:

- a. reverse engineer, decompile or otherwise extract the source code related to the TallyDekho Products or the Software or any part thereof, unless it is expressly permitted by TallyDekho to the User in writing or is required by the Applicable Law;
- b. Use any robot, spider, retrieval platform, or other device to retrieve or index any portion of the TallyDekho Products, Software or content thereof;
- c. collect information about other Users for any illegal or unlawful purpose;
- d. create any User accounts by automated means or under false or fraudulent pretenses for using the TallyDekho Products;

- e. transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the TallyDekho Products;
- f. use the TallyDekho Products in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems or resources connected to any of the servers connected, directly or indirectly to the TallyDekho Products, or interfere with any other third party Person's use and enjoyment of the TallyDekho Products;
- g. carry out any denial of service (DoS, DDoS) or any other harmful attacks on the TallyDekho Products or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the TallyDekho Products or any part of the TallyDekho Products or any other User of the TallyDekho Products;

## **7. TallyDekho's rights**

TallyDekho reserves the right to suspend/discontinue the TallyDekho Products, Services and any other products/services to the User and/or to sever its relationship with the User, at any time, for any cause, including, but not limited, to the following:

- a) For any suspected violation of the rules, regulations, orders, directions, notifications, laws, statutes, from time to time or for any violation of the terms and conditions mentioned in these Terms of Service.
- b) For any suspected discrepancy in the particular(s), documentation or information provided by the User;
- c) To combat potential fraud, sabotage, willful destruction, threat to national security, for any other force majeure reasons etc.;
- d) If the same is due to technical failure, modification, up-gradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
- e) If the User indulges in any abusive or aggressive or threatening behavior or any act or any intimidation or harassment of any kind (be it verbal or physical or written) against any employee / representative / agent of TallyDekho or any other User; and
- f) If TallyDekho believes, in its reasonable opinion, that cessation/ suspension is necessary.

## **7. Accuracy of information**

### **7.1.**

TallyDekho is not responsible if information made available on the TallyDekho Products (including any information in relation to the Services) is not accurate, complete or current. The material on the TallyDekho Product is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting, primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this TallyDekho Product (including any information in relation to the Products) is at the User's own risk.

## 7.2

TallyDekho undertakes no obligation to update, amend or clarify information in the TallyDekho or on any related website, or in relation to the Services, including without limitation, pricing information, except as required by Applicable Laws. No specified update or refresh date applied in the TallyDekho Product or on any related website, should be taken to indicate that all information in the TallyDekho or on any related website has been modified or updated.

## 7.3

TallyDekho is not responsible for any information or content uploaded by the User on the TallyDekho Products. TallyDekho is not responsible for any direct or indirect damages or losses caused to the User, including without limitation, lost profits, business interruption or other loss resulting from use of or reliance in any way on anything available on the TallyDekho Products. It is solely the User's responsibility to evaluate the accuracy, reliability, completeness and usefulness of information and content available on the TallyDekho Products that is used by the User.

## 8. Contact Information

In case of any query, request, issues or order please feel free to contact us at our corporate address:

Alcodes Mobility Pvt Ltd.

Suite # T-2, fourth Floor, Tirthraj Apartments,

Jacob Road, Civil Lines, Jaipur,

Rajasthan - 302006 INDIA