

To coverage full scope for managing restaurant or your service business, we created certain add-on which restaurateurs or service businesses can avail via paying through online Payment Gateway. Below are the Terms and Conditions for the same.

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Software as a Service Agreement (“Agreement”) is made and entered into by and between: Bynoqlus Technologies, a proprietorship firm registered under UDYAM Registration No. UDYAM-AS03-0084611, having its registered office at Mahananda Tamuli Path, Lakhara, Guwahati, Assam – 781040, India (hereinafter referred to as the “Company”, which expression shall, unless repugnant to the context, include its successors and assigns); AND The individual, entity, or organization accepting this Agreement electronically (“Customer”, “User”), which expression shall, unless repugnant to the context, include its successors, affiliates, and permitted assigns. The Company and the Customer shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

Introduction

These Terms of Service (the “Terms”) are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the website at <https://bynoqlus.in/> (the “Site”) and any related mobile or software applications whether existing now or in the future (“the App”) of Bynoqlus Technologies (“Bynoq”) or “We” or “Us”).

By downloading or otherwise accessing the App you agree to be bound by the following terms and conditions (“Terms”), privacy policy and License Agreement. If you have any queries about the App or these Terms, you can contact Us by any of the means set out in ***** of these Terms. If you do not agree with these Terms, you should stop using the App immediately.

Definitions

“Services” will include business applications like Feedback management mobile app and Waiting queue management mobile app, which are integrated to Bynoq PoS.

“Content” means the content that Bynoq creates and make available in connection with the Services including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, functionalities, aggregate ratings, reports and other usage-related data in connection with activities associated with your account and all other elements and components of the Services excluding Your Content and third party content. It will include (but is not limited to) images, photos, audio, video, and all other forms of information or data.

“Your content” or “User Content” means content that you upload, share or transmit to, through or in connection with the Services, such as likes, ratings, reviews, images, photos, messages, customer information, information on number of tables, table availability, table usage and any other materials that you display or are displayed in your account.

General Rules Relating To Conduct

The App is made available for your own, personal use. We grant you a personal, limited, nonexclusive and non-transferable license to access and use the Services only as expressly permitted in these Terms.

You shall not use the Services for any illegal purpose or in any manner inconsistent with these Terms.

When you use the App you must comply with all applicable laws of India and with any applicable international laws (together referred to as “Applicable Laws”).

You agree that when using the App you will comply with all Applicable Laws and these Terms. In particular, but without limitation, you agree not to:

Use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or

Attempt to gain unauthorized access to the App or any networks, servers or computer systems connected to the App; or

Modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify Bynoqlus Technologies and its group companies in full and on demand from and against any loss, damage, costs or expenses which they suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these Terms or Applicable Laws.

Intellectual Property Rights And Content

We are the sole and exclusive copyright owners of the Services and our Content. We also exclusively own the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights associated with the Services and Our Content. All rights are reserved.

You acknowledge that the Services contain original works and have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of us and such others.

To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Services will not infringe rights of third parties not owned by or affiliated with us. You agree to immediately notify us upon becoming aware of any claim that the Services infringe upon any copyright trademark, or other contractual, intellectual, statutory, or common law right.

You further acknowledge that the Services may contain information which is designated as confidential by Bynoqlus Technologies and that you shall not disclose such information without Bynoqlus Technologies’s prior written consent.

Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the Services, our Content or our Intellectual Property Rights.

By submitting Your Content you hereby irrevocably grant us a perpetual, irrevocable, nonexclusive, royalty-free, right to use Your Content for any purpose including API partnerships with third parties and in any media existing now or in future. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content brought against us, by any third party services and our and their users.

You are responsible for Your Content. You represent and warrant that

Your Content was not submitted via the use of any automated process such as a script bot;

Use of Your Content by us, third party services, and our and their third party users will not violate or infringe any rights of yours or any third party; and

Your Content does not violate the Terms or any applicable laws.

You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable.

Bynoqlus Technologies may monetize some of this Content through the use of third party affiliate programs. Notwithstanding such affiliate programs, Bynoqlus Technologies does not have any influence or control over any such Third Party Websites and, unless otherwise stated, is not responsible for and does not endorse any Third Party Websites or their availability or contents.

Please note that your use of third party services will be governed by the terms of service and privacy policy applicable to the corresponding third party.

Third party content, does not reflect our views or that of our parent, subsidiary, affiliate companies, branches, employees, officers, directors, or shareholders.

We may obtain business addresses, phone numbers, and other contact information from third party vendors who obtain their data from public sources. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services.

We do not screen or investigate third party material before or after including it on our Services. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Services.

Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Services, but shall not be liable for any delay or inaccuracies related to such updates.

You acknowledge and agree that Bynoqlus Technologies is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

We assume no responsibility or liability for any of Your Content or any third party content.

You further acknowledge and agree that Bynoqlus Technologies is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties.

Free Trial And Fees

You may start using our App with a free trial. The free trial period of the App lasts for one week, or as otherwise specified during sign-up and is intended to allow you to try the service. You will be notified during sign-up whether you are eligible for a free trial.

We will bill your Payment Method for your yearly, 6 monthly or monthly membership fee at the end of the free trial period unless you uninstall the App prior to the end of the free trial period. You will not receive a notice from us that your paid membership has begun.

You may cancel your membership at any time. However, we do not provide refunds or credits for partial membership periods.

We may change our service plans and the price of our Services from time to time.

Bynoqlus Technologies Privacy Policy

We take your privacy very seriously. Bynoqlus Technologies will only use your personal information in accordance with the terms of our privacy policy. By using the App you acknowledge and agree that you have read and accept the terms of our privacy policy and these Terms.

Disclaimer / Liability

USE OF THE APP IS AT YOUR OWN RISK. THE APP IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) BYNOQLUS TECHNOLOGIES DISCLAIMS ALL LIABILITY WHATSOEVER, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE IN RELATION TO THE APP; AND (B) ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS RELATING TO THE APP (WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING (WITHOUT LIMITATION) ANY WARRANTY, TERM OR CONDITION AS TO ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, PERFORMANCE, FITNESS FOR PURPOSE OR ANY SPECIAL PURPOSE, AVAILABILITY, NON INFRINGEMENT, INFORMATION ACCURACY, AS BETWEEN BYNOQLUS TECHNOLOGIES AND YOU, ARE HEREBY EXCLUDED. IN PARTICULAR, BUT WITHOUT PREJUDICE TO THE FOREGOING, WE ACCEPT NO RESPONSIBILITY FOR ANY TECHNICAL FAILURE OF THE INTERNET AND/OR THE APP; OR ANY DAMAGE OR INJURY TO USERS OR THEIR EQUIPMENT AS A RESULT OF OR RELATING TO THEIR USE OF THE APP. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

Bynoqlus Technologies will not be liable, in contract, tort (including, without limitation, negligence), under statute or otherwise, as a result of or in connection with the App, for any:

economic loss (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings); or

loss of goodwill or reputation; or

special or indirect or consequential loss.

IF BYNOQLUS TECHNOLOGIES IS LIABLE TO YOU DIRECTLY OR INDIRECTLY IN RELATION TO THE APP, THAT LIABILITY (HOWSOEVER ARISING) SHALL BE LIMITED TO THE SUMS PAID BY YOU UPON PURCHASING THE APP, OR ANY IN-APP SPEND, INCLUDING SUBSCRIPTIONS.

Service Suspension

Bynoqlus Technologies reserves the right to suspend or cease providing any services relating to the apps published by it, with or without notice, and shall have no liability or responsibility to you in any manner whatsoever if it chooses to do so.

Advertisers In The App

We accept no responsibility for advertisements contained within the App. If you agree to purchase goods and/or services from any third party who advertises in the App, you do so at your own risk. The advertiser, not Bynoqlus Technologies, is responsible for such goods and/or services and if you have any queries or complaints in relation to them, your only recourse is against the advertiser.

General

These Terms (as amended from time to time) constitute the entire agreement between you and Bynoqlus Technologies concerning your use of the App.

Bynoqlus Technologies reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through a link in the App to this page. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App. No other variation to these Terms shall be effective unless in writing and signed by an authorized representative on behalf of Bynoqlus Technologies.

We will send you information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only.

These Terms shall be governed by and construed in accordance with Indian laws and you agree to submit to the exclusive jurisdiction of the Guwahati, Assam, India.

If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

Bynoqlus Technologies' failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Bynoqlus Technologies in writing.

Also see below(this will apply too)

1. DEFINITIONS In this Agreement, unless the context otherwise requires: 1.1 "Platform" shall mean the SaaS product branded as "Bynoq", including all associated software, mobile applications, web dashboards, APIs, QR systems, analytics modules, and related services. 1.2 "Services" shall mean access to and use of the Platform, including but not limited to QR-based feedback systems, customer engagement tools, loyalty programs, analytics dashboards, and communication services. 1.3 "Wallet" shall mean a prepaid, non-interest-bearing digital balance maintained by the Customer with the Company for the purpose of availing messaging and related services. 1.4 "User Data" shall mean all data, information, or content uploaded, transmitted, or generated by the Customer or its end-users through the

Platform. 2. ACCEPTANCE OF TERMS By accessing, registering, or using the Platform, or by electronically accepting this Agreement (including clicking “I Agree”), the Customer expressly agrees to be bound by the terms and conditions contained herein. Such electronic acceptance shall constitute a legally binding agreement under applicable laws, including the Information Technology Act, 2000. 3. GRANT OF LICENSE Subject to compliance with this Agreement, the Company hereby grants the Customer a limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform during the subscription term. The Customer shall not: (a) Copy, modify, distribute, sell, or lease any part of the Platform; (b) Reverse engineer, decompile, or attempt to extract source code; (c) Use the Platform for any unlawful or unauthorized purpose; (d) Resell, white-label, or commercially exploit the Platform without prior written consent. 4. SERVICES AND PLATFORM EVOLUTION 4.1 The Platform provides a suite of software services designed for restaurant management, customer engagement, feedback collection, loyalty programs, analytics, communication tools, and related functionalities. 4.2 The specific features available at any given time may include, without limitation, QR-based feedback systems, review redirection mechanisms, loyalty and reward systems, administrative dashboards, analytics tools, and messaging services. 4.3 The Customer acknowledges and agrees that the Platform is a continuously evolving software product. The Company reserves the absolute right, at its sole discretion, to: (a) Add, modify, enhance, or remove any features or functionalities; (b) Introduce new modules, integrations, or services; (c) Discontinue or replace existing features; (d) Reclassify certain features as paid or premium offerings. 4.4 Any new features, updates, upgrades, enhancements, or additional services introduced by the Company shall automatically form part of the “Services” under this Agreement and shall be governed by its terms unless expressly stated otherwise. 4.5 The Company shall not be liable for any modification, suspension, or discontinuation of any feature, provided that the core functionality of the Platform remains reasonably available. 4.6 The Customer agrees that continued use of the Platform after any such changes shall constitute acceptance of the updated Services. 5. FEES, SUBSCRIPTION, AND PAYMENT 5.1 The Customer agrees to pay all applicable subscription fees in advance. 5.2 All payments made are non-refundable and non-transferable. 5.3 The Company reserves the right to revise pricing at any time, with or without prior notice. 6. WALLET TERMS (STRICT NON-REFUNDABLE CLAUSE) 6.1 The Customer shall maintain a prepaid Wallet to access messaging services. 6.2 All Wallet recharges are final, non-reversible, and non-refundable under any circumstances, including but not limited to: (a) Non-utilization of balance; (b) Termination or suspension of account; (c) Dissatisfaction with services; (d) Expiry or inactivity. 6.3 Wallet balance shall not be withdrawn, transferred, or converted into cash. 6.4 The Company reserves the right to impose expiry periods on Wallet balances. 7. CUSTOMER OBLIGATIONS AND COMPLIANCE The Customer represents and warrants that: (a) It shall comply with all applicable laws, including but not limited to the Information Technology Act, 2000, TRAI regulations, and data protection laws; (b) It shall obtain all necessary consents from end-users prior to collecting or processing personal data; (c) It shall not engage in spam, unsolicited messaging, or unlawful communication practices. The Customer shall be solely responsible for: • Message content, frequency, and legality; • Compliance with WhatsApp, SMS, and telecom regulations; • Any penalties arising from violations. 8. THIRD-PARTY SERVICES The Platform may integrate with third-party services including but not limited to SMS gateways, WhatsApp APIs, and review platforms. The Company shall not be liable for: (a) Service interruptions or failures of third-party providers; (b) Blocking, suspension, or banning of accounts by third-party platforms; (c) Changes in third-party policies or pricing. 9. DATA PROTECTION AND PRIVACY 9.1 The

Customer retains ownership of User Data. 9.2 The Company may process User Data solely for the purpose of providing Services. 9.3 The Company shall not be responsible for: • Accuracy or legality of User Data; • Unauthorized use of data by the Customer; • Any claims arising from Customer’s data practices. 10. LOYALTY AND REWARD SYSTEM 10.1 Loyalty points issued through the Platform are non-monetary, non-transferable, and hold no cash value. 10.2 The Company shall not be liable for: (a) Redemption disputes between Customer and end-users; (b) Fraudulent or manipulated reviews; (c) Misuse of reward systems. 11. INTELLECTUAL PROPERTY RIGHTS All intellectual property rights in the Platform, including software, design, trademarks, and content, are the exclusive property of the Company. No rights are granted except as expressly provided herein. 12. DISCLAIMER OF WARRANTIES The Platform is provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind. The Company expressly disclaims all warranties, including but not limited to: • Merchantability; • Fitness for a particular purpose; • Accuracy or reliability; • Uninterrupted or error-free operation. 13. LIMITATION OF LIABILITY To the maximum extent permitted by law: (a) The Company shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profits, data, or goodwill; (b) The total aggregate liability of the Company shall not exceed the amount paid by the Customer in the preceding three (3) months. 14. INDEMNIFICATION The Customer agrees to indemnify, defend, and hold harmless the Company from and against any claims, damages, liabilities, losses, or expenses arising out of: (a) Misuse of the Platform; (b) Violation of laws or regulations; (c) Data privacy breaches; (d) Unauthorized or unlawful messaging activities. 15. SERVICE SUSPENSION AND TERMINATION The Company may suspend or terminate access to the Platform, without notice, if: (a) The Customer breaches this Agreement; (b) Payment obligations are not fulfilled; (c) Illegal or abusive activities are detected. No refunds shall be provided upon termination. 16. CONFIDENTIALITY Each Party agrees to maintain confidentiality of all proprietary or confidential information disclosed under this Agreement. 17. MODIFICATION OF TERMS The Company reserves the right to modify this Agreement at any time. Continued use of the Platform shall constitute acceptance of such modifications. 18. FORCE MAJEURE The Company shall not be liable for failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, government actions, internet failures, or third-party outages. 19. GOVERNING LAW AND JURISDICTION This Agreement shall be governed by the laws of India. The courts of Guwahati, Assam shall have exclusive jurisdiction. 20. ENTIRE AGREEMENT This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings. 21. ELECTRONIC EXECUTION This Agreement may be executed electronically and shall be legally binding without physical signatures. For Bynoqlus Technologies (Proprietor: Jahnu Borah) By proceeding and accepting electronically, the Customer acknowledges that they have read, understood, and agreed to this Agreement.

Contact Us

You can contact the Bynoqlus Technologies at:

Bynoqlus Technologies ,

House no. 6, First Floor, Mahananda Tamuli Path, Lakhara, Guwahati, Assam – 781040, India.

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