

Customer Agreement

This Agreement ("Agreement") is between you ("You", "Your" or "Customer") and QistonPe Technologies Private Limited AMBITION10T INNOVATIONS PRIVATE LIMITED, a private limited company incorporated in India under the Companies Act, 2013 and having registered office at Flat No-501, Building-A 24 Glitterati 1 Apartment, New DP Road Sangavi, Pune, Pune City, Maharashtra, India, 411027 ("QistonPe") and governs Your use of QistonPe's software platform and services.

By clicking "[I Accept](#)" or "[I Agree](#)" on the signup page, or by accessing and using software platform and/or services in any way, you agree to be bound by these terms and conditions.

1. DEFINITIONS

1. **"Agreement"** means this Agreement and any other ancillary or supplemental document, executed by the Customer and verified and accepted by QistonPe for the purpose of availing QistonPe's services.
2. **"Customer Account"** shall mean the INR denominated bank account of the Customer designated for receiving payments pursuant to its sale of goods and services.
3. **"Escrow Account"** shall mean the INR denominated bank account operated as per the instructions of the Customer in collaboration with Escrow Partner.
4. **"Escrow Partner"** shall mean the Escrow Agent with whom QistonPe has opened the Escrow Account.
5. **"Lending Partner"** shall mean the Lending Partner(s) associated with QistonPe who may provide loan/advance to Customers referred by QistonPe through the Platform.
6. **"Lending Partner's Account"** shall mean the INR denominated bank account of the Lending Partner designated as such under the Loan Agreement.
7. **"Loan"** shall mean financial assistance provided by Lending Partner to the Customer on terms and conditions agreed between the Customer and the Lending Partner.
8. **"Loan Agreement"** shall mean any and all financing documents provided by the Lending Partner to the Customer.
9. **"Intellectual Property Rights"** shall deem to mean and include all copyright, designs, inventions patents, service marks, trademarks or applications for any of these, trade names, business names, inventions, discoveries, trade secrets, know-how, source code, object code, technical information, commercial and financial data and all other industrial or intellectual property rights.
10. **"INR"** means Indian National Rupee.
11. **"Platform"** means and includes the software, applications and systems of QistonPe through which the services are provided.
12. **"Security Breach"** shall refer to any unauthorized access, use, disclosure, damage or destruction of the Platform and/or any data on the Platform.
13. **"Services"** shall mean technology transaction processing services provided through the Platform on standard terms and conditions.

2. INTERPRETATION

1. The phrase "including" shall be construed as "including without limitation".
2. Words and abbreviations which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings.
3. Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment.
4. Unless the context otherwise required, the singular includes the plural and vice-versa.
5. Heading and the use of bold typeface shall be ignored in its construction.
6. Words importing a particular gender include all genders.

3. SCOPE OF SERVICES AND ARRANGEMENT

1. Subject to the terms of this Agreement, QistonPe hereby grants to the Customer a limited, revocable, non-transferable, non-sublicensable, non-assignable license to use the Platform.
2. The usage of the Platform provided by QistonPe to the Customer under this Agreement shall be subject to the following terms:
 - QistonPe will provide the Customer with confidential security keys, including the username and password ("**Access Keys**").
 - The Customer acknowledges that the Access Key/s are the exclusive property of QistonPe and shall take appropriate measures to protect them.
 - The Customer hereby agrees to notify QistonPe promptly of any misappropriation or misuse of the Access Key/s and ensure proper sign-out at the end of each session.
 - QistonPe reserves the right to revoke the Access Keys without prior notice if it suspects misuse.
 - Upon termination or expiry of this Agreement, the Customer shall immediately delete all Access Key information.
3. QistonPe reserves the right to suspend Customer's access upon receiving notice of Security Breach.
4. QistonPe reserves the right to make changes to the Services including rolling back any feature.

4. RESPONSIBILITIES OF THE CUSTOMER

1. The Platform can be used by the Customer only for the purpose of availing the Services in accordance with this Agreement.
2. The Customer shall ensure compliance by all Customer's representatives with the provisions of this Agreement.
3. The Customer acknowledges that QistonPe's ability to provide the Services depends upon the proper fulfilment by the Customer of its obligations.
4. The Customer must not use the Platform in any way that is unlawful, illegal, fraudulent or harmful.
5. The Customer shall promptly notify QistonPe of any actual or threatened unauthorized use of the Platform.
6. The Customer shall not directly or indirectly modify, translate, or create derivative works based on the Services; use the Services for the benefit of a third party; make the Services available to any third party; use the Services to send unsolicited communications; use the Services to store or transmit content that infringes Intellectual Property Rights; use the Services to post viruses or malware; or try to use the Services in violation of this Agreement.
7. The Customer shall not circumvent or disable any security features of the Services.

5. PAYMENT

1. The Customer shall pay charges to QistonPe as specified.
2. Platform Fees shall be paid on a monthly basis. Any delayed payments would attract interest @ 2% per annum.
3. Fees for additional features/services shall be notified from time to time.
4. QistonPe will raise periodical invoices for recovery of various payments.
5. The Customer shall authorize QistonPe to debit Customer's Account through ECS and/or valid standing instructions.

6. TAXES

1. The Customer shall be responsible for any applicable Taxes payable with respect to the Platform or Services.
2. The Customer shall be responsible to deduct tax at source as applicable and deposit it within due dates.
3. The Customer shall keep complete and accurate records and provide information to QistonPe within seven (7) days of written request.

7. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

1. The Customer represents and warrants that it is duly incorporated, has necessary power and authority, persons signing have authority, and the Agreement constitutes valid and legally binding obligation.
2. The Customer shall comply with all applicable laws and guidelines issued by QistonPe from time to time.
3. QistonPe is not giving any warranties either express or implied in respect of the Platform or Services. QistonPe makes no guarantees with respect to availability or uptime.

8. CONFIDENTIAL INFORMATION

1. The Customer undertakes not to use any Confidential Information of QistonPe for its own purposes and shall keep it confidential at all times.
2. No announcements or marketing materials shall be made by the Customer without prior written consent of QistonPe.

9. INTELLECTUAL PROPERTY RIGHTS

1. The Customer shall not use any QistonPe's trademark without specific authorization. Any infringement shall be subject to legal action.
2. The Customer shall not acquire any right, title or interest in QistonPe's Intellectual Property Rights. QistonPe shall retain title to all tools, codes, templates and software.
3. The Customer shall not decompile/disassemble or create derivative work of any code supplied under the Agreement.

10. FACILITATION FOR PROVISION OF LOAN

1. QistonPe may share processed data of the Customer with the Lending Partner for provision of Loan.
2. The Lending Partner may at its sole discretion provide Loan to the Customer. QistonPe shall have no responsibility in respect of such Loans.

3. The provision of money lending services shall be subject to the terms of Loan Agreement.
4. The Customer shall not construe QistonPe as soliciting or procuring lending business for the Lending Partner.
5. All lending related liabilities shall be between the Lending Partner and the Customer.
6. All loan related disputes shall be settled by and between the Lending Partner and Customer.

11. ESCROW RELATED SERVICES

1. The Escrow Partner shall split transaction amounts based on communication made by QistonPe and approved by the Customer.
2. The facilitation shall subsist till QistonPe is notified that the Customer's Loans are repaid.
3. The Customer shall ensure proper registration for escrow related services.
4. The Customer shall strictly abide by terms prescribed by the Escrow Partner.
5. The Customer shall ensure the Escrow Partner has received complete instructions for split of payment.

12. ADDITIONAL TERMS

1. The Customer confirms awareness of and agrees to abide by applicable laws.
2. QistonPe may procure credit related information about the Customer from credit bureaus including CIBIL.
3. QistonPe shall not be responsible for delivery, after-sales service, or other obligations relating to products.
4. All disputes regarding quality, merchantability, or delivery will be between the Customer and QistonPe shall be held harmless.
5. QistonPe shall not be liable for any indirect or consequential loss or damage.
6. QistonPe shall use best endeavours to ensure no breakdown in Services but shall not be held responsible for any interruption.

13. INDEMNIFICATION

1. The Customer shall indemnify and hold QistonPe harmless from any liabilities relating to breach of obligations, fraud claims, proceedings by any person, negligence, acts or omissions regarding products, and fines or penalties.
2. In no event shall QistonPe be liable to the Customer for any consequential, indirect, special, incidental or punitive loss or damages.
3. QistonPe shall be entitled to debit payments to the Customer in the event of being entitled to indemnification.

14. TERMINATION

1. This Agreement shall remain in full force till either Party delivers written notice for termination.
2. QistonPe can terminate with Seven (7) days advance notice. The Customer can terminate with thirty (30) days advance notice.

3. QistonPe may terminate with immediate effect in case of breach by the Customer.
4. QistonPe shall have the right to suspend performance if there is a breach by the Customer.

15. MISCELLANEOUS

1. **Governing Law And Dispute Resolution** — This Agreement shall be governed by the laws of India. All disputes shall be referred to arbitration by sole arbitrator appointed by QistonPe at Pune, India.
2. **Force Majeure** — Neither Party shall be liable for circumstances beyond its reasonable control.
3. **Documents** — The Customer agrees to provide all required true and correct documents.
4. **General** — These terms constitute the entire agreement. The arrangement is non-exclusive and on principal to principal basis. The Customer shall not assign rights to any third party.

SCHEDULE — Scope of Services

1. **Bid Inquiry & Order Support Services** — Access to digital platform for tender/bid inquiries, tools and guidance for bid preparation, alerts and notifications.
2. **Credit & Financing Facilitation Services** — Facilitation of raw material financing, invoice discounting, and other credit products through partner institutions.
3. **Technology & Platform Services (Subscription-Based)** — Access to digital platform per subscription plan, including dashboards, analytics, AI-driven tools.
4. **Advisory & Enablement** — Support to MSME customers in understanding procurement policies and improving order fulfilment capacity.
5. **Exclusions** — QistonPe does not guarantee award of bids, sanction of credit limits, or disbursement of funds.

SCHEDULE — Fees

1. **Subscription Fees** — Payable per selected subscription plan. QistonPe reserves the right to revise plans and fees.
2. **Service Charges and Transaction Fees** — Additional charges for financing facilitation, transaction processing, etc.
3. **Taxes** — All fees are exclusive of applicable taxes, duties, and levies.
4. **Payment Terms** — All fees payable in advance unless otherwise specified. Default may result in suspension.
5. **Non-Refundability** — All fees once paid are non-refundable unless otherwise specified in writing.

Privacy Policy

1. Overview

1. Ambition10T Innovations Private Limited (QistonPe) is engaged in the business of providing technology services and products to various merchants, in addition to certain data processing services.
2. This Privacy Policy ("Policy") is an integral part of the QistonPe terms of use ("Agreement") and is incorporated therein by reference.
3. Ambition10T Innovations Private Limited provides this privacy policy in connection with an individual's use of any of QistonPe's products or services or its website.
4. For the purposes of this Policy, "you" or "your" relates to the individual who applies for or obtains any of QistonPe's products or services, or who visits the website. "QistonPe," "we," or "our" refers to Ambition10T Innovations Private Limited, its affiliates and subsidiaries.
5. Under this Policy we inform you regarding the manner in which we collect, store, use, disclose, transfer and process your Personal Information.
6. QistonPe's Privacy Policy applies to personally identifiable information about you. Please carefully read this Policy before use of its services/platform.
7. This website is not intended for individuals under the age of 18. We do not collect personally identifiable information from any person we actually know is under 18.

2. Information We Collect

1. **"Personal information"** means any information that relates to an individual, which directly or indirectly, is capable of identifying such individual. Such information may include mobile telephone number, email address, residential address, nationality, photo, employee ID number, tax identification number, Aadhaar number, personal identification proof, PAN number etc.
2. **"Sensitive Personal Information"** means any Personal Information consisting of information relating to financial information such as bank account, credit card, debit card or other payment instrument details; and where permitted, information concerning gender, employment or marital status etc.
3. Information freely available or accessible in public domain is not treated as Sensitive Personal Information. We do not collect special categories of Personal Information about your race, ethnicity, religious beliefs, sex life, sexual orientation, political opinions, health or genetic/biometric information.
4. Depending on who you are and how you interact with us, we may collect different categories of your Personal Information whether directly provided by you, from your devices, from your financial institutions, or from other sources including our service providers (Signzy Technologies Pvt Ltd, Paysprint Private Limited).
5. The Website may include links to third-party websites and applications. QistonPe is not responsible for use of your Personal Information by such third parties.

3. Why We Collect, Use and Store the Personal Data

1. **Verification & Authentication:** We process your Personal Information for creating login credentials, doing KYC evaluation and risk assessments to authenticate and authorize your use of our products or services.
2. **Risk Assessments:** We may process your Personal Information for risk assessments including KYC checks, to improve our services, reduce fraud rates, and build risk models.
3. **Business Propagation:** From time to time, we may request Personal Data to process applications, get feedback, and inform you of new services or alliances.
4. **Disclosure to Third Parties:** We may disclose Personal Data to third parties for eligibility checks, service fulfillment, compliance with legal obligations, marketing, or to prevent fraudulent activities. We do not disclose your personal information to third parties for their marketing purposes without your explicit consent.
5. **Online Surveys:** At times, we conduct online surveys to better understand visitor needs and profile.
6. **Cookies:** The Company tracks information provided by visitor's browser including the referring URL and browser type.
7. **IP Address:** We use your IP address to report aggregate information on use and to help improve our services.
8. **Business Protection & Compliance:** We process your Personal Information to meet requirements of applicable laws, including authenticating access, fraud prevention, identity verification, compliance processing, and disaster recovery.

4. How Do We Use This Information

We use the information we collect to operate, improve, and protect the services we provide:

- provide QistonPe's Services;
- improve, modify, add to, or further develop QistonPe's services;
- protect you, QistonPe's service providers, or QistonPe from fraud and security concerns;
- provide customer service to you;
- investigate any misuse of QistonPe's Services;
- develop new services;
- connect with you and assist you;
- provide merchants with statistical insights and reports.

5. Our Steps to Protect Your Information

1. The security of your Personal Information is important to us. We take steps including encryption technologies, firewalls, and physical access controls. We have put in place procedures to deal with breach of Personal Information and will notify you and any applicable authority where legally required.
2. QistonPe may keep your information for as long as necessary to fulfil the purpose for which it was collected. Even after you stop using QistonPe's services, we may retain your information as permitted under applicable law.

6. Your Consent

We process Sensitive Personal Information only when we have obtained your consent. You may decline to share certain information, in which case we may not be able to provide some or all features and functionalities. This may also lead to non-availability or discontinuation of services at our sole discretion.

7. Our Rights to Disclose Your Information

QistonPe may disclose your information: with service providers; to comply with applicable law or legal process; in connection with a change in ownership; between QistonPe and its affiliates; or with your consent. We may also collect, use, or disclose your information in an aggregated or anonymized manner for any purpose permitted under applicable law.

8. Withdrawal of Consent

You may withdraw your consent at any time by mailing us at info@qistonpe.com. However, if you have availed any of our services, we shall have the right to continue processing your information till such engagement persists. We shall not retain your data if it is no longer required and there is no legal requirement to retain it.

9. Right to Rectification

In the event that any personal data provided by you is inaccurate, incomplete or outdated, you shall have the right to provide us with the accurate, complete and up to date data and have us rectify such data immediately.

10. Contacting QistonPe

If you have any questions about this Privacy Policy, please contact us at info@qistonpe.com or call us at **9699089803**.

Terms & Conditions

Overview

These Terms and Conditions ("Terms") govern the access or use by you ("Channel Partner", "you", "your") of the Services provided by Ambition10T Innovations Pvt Ltd ("QistonPe", "we", "us" or "our"), a company established under the laws of India, having its registered office at 501, Building A, 24K Glitterati Phase 1, Pimple Nilakh, Pune-411027. Your access and use of the Services constitutes your agreement to be bound by these Terms.

1. DEFINITIONS

1. **"Applicable Law"** means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, by-law, permits, licences, approvals, or similar form of decision by any regulatory authority.
2. **"Authority"** means any judicial or quasi-judicial authority or any regulatory, statutory authority.

3. **"Channel Partner Platform"** means the application and the website operated by the Channel Partner.
4. **"End-Customer"** means any Person who avails the goods and/or services made available by the Channel Partner.
5. **"End-Customer Data"** means such data of the End-Customer collected by QistonPe in relation to the Services.
6. **"Information Security Incident"** means any actual or reasonably suspected loss, theft, unauthorized processing, use, disclosure, or access to any information.
7. **"Partner Lender"** shall include all financial institutions, banks, NBFCs partnered with QistonPe.
8. **"Partner Payment Aggregator"** means the payment aggregator that QistonPe has existing partnership with.
9. **"Partner Services"** shall mean services extended by Partner Lender to End-Customers.
10. **"Payment System Provider"** means payment instrument issuers, acquirers and system operators.
11. **"Person"** includes an individual, an association, a corporation, a partnership, a joint venture, a trust, or any other legal entity.
12. **"Services"** means such services as set out under clause 4.1.
13. **"Transaction"** means an order whereby the Transaction Amount is paid by the End-Customer to the Channel Partner.
14. **"Transaction Amount"** shall mean the amount paid by the Channel Partner in connection with Transaction.

2. ELIGIBILITY

You represent and warrant that you (a) have full legal capacity, (b) are eighteen years of age or older, (c) are an Indian resident, and (d) if you represent an entity, you have the necessary power and authority to bind such entity to these Terms.

3. UNDERWRITING

1. You may be required to undertake underwriting processes and upload Underwriting Documents.
2. You authorise us to process Underwriting Documents and ascertain your eligibility, in accordance with our Privacy Policy.
3. We reserve the right to seek Additional Information during the Term to determine your eligibility.
4. You agree to provide true, complete, and up-to-date information. If found deficient, we may suspend Services.

4. SCOPE OF SERVICES

The Channel Partner agrees to avail the services as detailed under Schedule I ("Services").

5. QISTONPE'S RIGHTS

1. **Right to store and share information** — You consent to QistonPe sharing information with Partner Lenders, Payment Aggregators, and third-party providers. We may also share with Authorities if necessary and may retain information after termination.
2. **Right to charge Fee** — Fees shall be separately agreed under the Channel Partner agreement.
3. **Right to suspend Services** — QistonPe may suspend Services for breach of Terms, unlawful Transactions, instructions from Authorities, high-risk scores, suspicious activities, excessive disputes, IP infringement, materially changed products/services, or reputational risk.

6. CONSENT TO USE DATA

1. All data collected shall be governed by our Privacy Policy.
2. All data on the Dashboard and Account shall be backed up and may be shared with Authorities.
3. We may use data for analytics, trends identification, and statistics.

7. CHANNEL PARTNER'S RESPONSIBILITIES

1. **General:** Provide complete and true information; not disparage QistonPe; cooperate in proceedings; notify changes within 3 days; not sell prohibited goods (Schedule II); abide by all Applicable Laws including RBI guidelines; not resell Services; not facilitate unlawful activities; handle complaints; facilitate integration; maintain accurate records; set up grievance redressal mechanism; report Information Security Incidents within 1 hour; not infringe proprietary rights or use Services unlawfully.
2. **Payment Gateway and Checkout Services:** Remain compliant with PCI-DSS and data security standards; store payment data per Applicable Laws; ensure End-Customer Data is stored only in India; provide clear descriptions, refund/return policies.
3. **BNPL Services:** Provide End-Customer Data; maintain QistonPe payment links; comply with data transfer laws; report End-Customer Data changes; deregister defaulting End-Customers; support onboarding; display required terms; inform of suspensions; ensure no automatic credit limit increases; transmit End-Customer Data unmodified; not connect End-Customers with non-Partner financial institutions; use only QistonPe-approved marketing materials; manage claims and disputes; notify order fulfillment within 14 days.

8. REPRESENTATIONS AND WARRANTIES

You represent that you are duly incorporated, have authorized these Terms, will use Services lawfully, are not engaged in prohibited business, and are not a Politically Exposed Person.

9. DISCLAIMERS

QistonPe shall not be liable for acts of third-party providers; delivery/after-sales obligations; product delivery verification; goods/services agreements between you and End-Customers; Services are non-exclusive; QistonPe is merely an introducing party for Partner Lenders; not liable for misuse; not involved in handling monies; Services are provided "as is" without warranties; not liable for incorrect information provided by Channel Partner; not liable for unauthorized access; not responsible for loss from incorrect/incomplete information.

10. REFUNDS

1. All refund payments shall be solely your responsibility.
2. You shall indemnify us in respect of any claims arising from refunds and disputes.

11. ADDRESSAL OF GRIEVANCES

Contact us at grievance@QistonPe.com.

12. INTELLECTUAL PROPERTY

1. All rights in the Services are owned by or licensed to us. We grant you a non-exclusive, non-transferable, revocable, limited licence.
2. We may freely use Feedback submitted by you without royalty or prior consent.
3. Nothing in these Terms confers rights in our or third-party intellectual property.
4. You must not use content for commercial purposes without licence.
5. QistonPe reserves the right to ban you for IP infringement.

13. INDEMNITY

You shall indemnify and hold QistonPe, Partner Payment Aggregator, Partner Lenders, and their affiliates harmless from any losses arising from your acts, omissions, errors, fraud, contravention of law, or any claims from Authorities or third parties.

14. LIMITATION OF LIABILITY

1. Neither QistonPe nor affiliates shall have liability for indirect, incidental, special or consequential damages.
2. Maximum aggregate liability shall not exceed INR 5000.

15. TERM

These Terms remain in effect as long as you continue to avail any of the Services.

16. TERMINATION

1. We may limit or refuse access for breach of Terms, breach of Applicable Law, or upon request of Authorities.
2. Clauses 12, 13, 14, 16.3, 16.4 and 19 survive termination.
3. Outstanding monies due to End-Customers shall continue to be payable.
4. All outstanding payments to QistonPe become immediately due upon termination and shall be paid within 30 days.

17. CHANGES TO THE TERMS

1. We reserve the right to make changes to these Terms. Your continued use constitutes acceptance.
2. We may suspend or withdraw Services for business and operational reasons with reasonable notice.

18. THIRD-PARTY SERVICES

1. The Services may include Third-Party Services. Use of such services is at your own risk.
2. We make no representations and disclaim all warranties arising from Third-Party Services.

19. GOVERNING LAWS AND JURISDICTION

1. Governed by and construed in accordance with the laws of India. Subject to exclusive jurisdiction of courts at Delhi.
2. Disputes shall be resolved by arbitration in Delhi per the Arbitration and Conciliation Act, 1996.
3. Sole arbitrator to be mutually agreed within 30 days.
4. Seat of arbitration: Delhi. Language: English.
5. Arbitration proceedings shall be confidential.
6. Consent for arbitration shall not preclude seeking injunctive relief.
7. Costs as determined by the arbitrators.

20. CONTACT DETAILS

Contact us at grievance@QistonPe.com.

SCHEDULE I: SERVICES

1. **Payment Gateway and Checkout Services** — Secure payment solution enabling Channel Partners to receive payments from End-Customers using various payment methods, with real-time data and payment links.
2. **Payment Aggregation Services** — QistonPe has partnered with Partner Payment Aggregator to facilitate payments. All Transaction Amounts shall be settled per Payment Partner terms.
3. **BNPL Services** — QistonPe connects End-Customers to Partner Lenders to enable Partner Services via the 'Pay by QistonPe' option.

SCHEDULE II: PROHIBITED ITEMS

Adult goods and services; Alcohol; Body parts; Bulk marketing tools; Cable descramblers; Child pornography; Copyright unlocking devices; Copyrighted media and software; Counterfeit goods; Drugs and paraphernalia; Drug test circumvention aids; Endangered species; Gaming/gambling; Government IDs or documents; Hacking materials; Illegal goods; Miracle cures; Offensive goods; Pyrotechnic/hazardous materials; Regulated goods; Securities; Tobacco; Traffic devices; Weapons; Wholesale currency; Live animals or parts; Multi-Level Marketing; Matrix sites; Fraudulent work-at-home schemes; Drop-shipped merchandise; Non-compliant products; Activities prone to chargeback/fraud; Ambiguous law businesses; Banned businesses; Intangible goods/pyramid schemes; Mailing lists; Virtual/Cryptocurrency; Money laundering; Database providers; Bidding/Auction houses; TRAI-prohibited activities; IP-infringing content; Harmful/fraudulent content; Unauthorized commercial activities; Impersonation; Job-related products; and any other prohibited activities.

The above list is subject to additions/changes by QistonPe without prior intimation.