

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This Software as a Service Agreement (“Agreement”) is made and entered into on the date of electronic acceptance (“Effective Date”), by and between:

Bynoqlus Technologies, a proprietorship firm registered under UDYAM Registration No. UDYAM-AS-03-0084611, 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”.

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, non-exclusive, 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.
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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.
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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.