

TERMS AND CONDITIONS

Privacy Policy

Zapfin Teknologies Pvt. Ltd. and/or its affiliates ("Zapfin", "Docboyz", "Collectkart", the "Company," "we," "us," and "our,") respect your privacy and is committed to protecting it through its compliance with its privacy policies. This policy describes:

- the types of information that Docboyz may collect from you when you access or use its websites, applications and other online services (collectively, referred as "Services"); and
- its practices for collecting, using, maintaining, protecting and disclosing that information.

This policy applies only to the information Docboyz collects through its Services, in email, text and other electronic communications sent through or in connection with its Services.

This policy DOES NOT apply to information that you provide to, or that is collected by, any third-party, such as Service partner and/or through Clients and social networks that you use in connection with its Services. Docboyz encourages you to consult directly with such third-parties about their privacy practices.

Please read this policy carefully to understand Docboyz's policies and practices regarding your information and how Docboyz will treat it. By accessing or using its Services and/or registering for an account with Docboyz, you agree to this privacy policy and you are consenting to Docboyz's collection, use, disclosure, retention, and protection of your personal information as described here. If you do not provide the information Docboyz requires, Docboyz may not be able to provide all of its Services to you.

This policy may change from time to time, your continued use of Docboyz' s Services after it makes any change is deemed to be acceptance of those changes, so please check the policy periodically for updates.

The information we collect and how we use it

Zapfin Teknologies Pvt. Ltd. ("Zapfin", "Docboyz", "Collectkart", the "Company," "we," "us," and "our") collects several types of information from and about users of our Services, including:

- Your Personal Information("PI") - Personal Information is the information that can be associated with a specific person and could be used to identify that specific person whether from that data, or from the data and other information that we have, or is likely to have access to. We do not consider personal information to include information that has been made anonymous or aggregated so that it can no longer be used to identify a specific person, whether in combination with other information or otherwise.
- Information about your internet connection, the equipment you use to access our Services and your usage details.

We collect this information:

- directly from you when you provide it to us; and/or
- automatically as you navigate through our Services

Information You Provide to Us

The information we collect on or through our Services may include:

- Your account information: Your full name, email address, postal code, password and other information you may provide with your account, such as your gender, mobile phone number, your address, bank account details, KYC documents (Aadhaar and PAN card) and photo. You may optionally provide us with this information through third-party sign-in services such as Facebook and Google Plus. In such cases, we fetch and store whatever information is made available to us by you through these sign-in services.
- Personal information is information collected that can be used to uniquely identify or contact you. Personal information for the purposes of this privacy policy shall include, but not be limited to your name, address, contact number, e-mail address, Aadhaar Card, PAN card, Bank details, GST Information or other contact information, information regarding your transactions on the platform, your financial information, internet protocol address, identification code of your communication device which you use to access the platform or any other information that you provide during your registration process, if any, on the platform.
- Such personal information may be collected in various ways including during the course of you registering as a user on the platform, registering as an agency or registering as Client on the platform, availing certain services offered on the platform or offering your services on the platform.
- Your login information: How long you used our Services and which features you used; the cases you accepted and sections you have visited on website or app.
- Your communications: Communications between you and Customer of our Client through our Services; your participation in a survey, poll, contest or promotion scheme; your request for certain features (e.g., newsletters, updates or other products); your communication with us about employment opportunities posted to the services.

Information about Your Messages

If you exchange messages with others through the Services, we may store them in order to process and deliver them, allow you to manage them, and investigate possible violations of our Terms of Service and wrongdoing in connection with the Services.

Information We Collect Through Automatic Data Collection Technologies

We may automatically collect certain information about the computer or devices (including mobile devices) you use to access the Services, and about your use of the Services.

- Usage information: Details of your use of our Services, including traffic data, location data, logs and other communication data and the resources that you access and use on or through our Services.
- Computer and device information: Information about your computer, Internet connection and mobile device, including your IP address, operating systems, platforms, browser type, other browsing information (connection, speed, connection type etc.), device type, device's unique device identifier, mobile network information and the device's telephone number.
- Location information: Our applications collect real-time information about the location of your device, as permitted by you.
- Mobile device IDs: Unique mobile device identifier (e.g. IDFA or other device IDs on Apple devices like the iPhone and iPad), if you're using our Services on a mobile device, we may use mobile device IDs (the unique identifier assigned to a device by the manufacturer), instead of cookies, to recognize you. We may do this to track your use of our applications.

- Your activity on the Services: Information about your activity on the Services, such as your search queries, comments, search results selected, number of clicks, pages viewed and the order of those pages, how long you visited our Services, the date and time you used the Services, error logs, and other similar information.
- Mobile status: For mobile application users, the online or offline status of your application.
- Permission to use Camera, Microphone and mobile storage: in order to complete the case we will use camera, microphone and storage of your device, as permitted by you, solely for the purpose to complete cases accepted by you on our platform/app.

Precise Location Information and How to Opt Out

When you use one of our location-enabled services (for example, when you access Services from a mobile device), we may collect and process information about your mobile device's GPS location (including the latitude, longitude or altitude of your mobile device) and the time the location information is recorded to customize the Services with location-based information and features (for example, to inform you about customer's location). Some of these services require your personal data for the feature to work and we may associate location data with your device ID and other information we hold about you. We keep this data for no longer than is reasonably necessary for providing services to you. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose.

How we use the information we collect

- We use the information we collect from and about you for a variety of purposes, including to:
 - Process and respond to your queries
 - Understand our users (what they do on our Services, what features they like, how they use them, etc.), improve the features of our Services (to improve ease of use), process and complete your transactions.
 - Administer our Services and diagnose technical problems.
 - Send you communications that you have requested or that may be of interest to you by way of emails, or courier, or registered post, or telephone calls, or any other mode of communication.
 - Send you questions from other users that you may be able to answer if you have registered with Docboyz..
 - Generate and review reports and data about, and to conduct research on, our user base and Service usage patterns.
 - Provide you with customer support.
 - Provide you with policies about your account.
 - Carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
 - Notify you about changes to our Services.
 - Allow you to participate in interactive features offered through our Services.
 - In any other way we may describe when you provide the information.
 - For any other purpose with your consent.

We may also use your information to contact you about our own and third-party goods and services that may be of interest to you.

How we share the information we collect

We may disclose personal information that we collect or you provide, as described in this privacy policy, in the following ways:

General Information Disclosures

- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of Docboyz's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal information held by Docboyz about the users of our Services are among the assets transferred.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- Service Providers. We may share your information with outside vendors that we use for a variety of purposes, such as to send you communications via emails, messages or tele-call to inform you about our products that may be of interest to you, push notifications to your mobile device on our behalf. Some of our products, services and databases are hosted by third party hosting services providers.
- Legal Purposes. We may share your information when we believe in good faith that such sharing is reasonably necessary in order to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process. We may also share your information to investigate and address threats or potential threats to the physical safety of any person, to investigate and address violations of this Privacy Policy or the Terms of Service, or to investigate and address violations of the rights of third parties and/or to protect the rights, property and safety of Docboyz, our employees, users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations on account of legal request such as subpoena, court order or government demand to comply with the law.
- To enforce or apply our "Service Partner Terms & Condition" and other agreements.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Docboyz, our clients or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.
- Consent. We may share your information in any other circumstances where we have your consent.

Reviewing, changing or deleting information

If you would like to review, change or delete personal information we have collected from you, or permanently delete your account, please use the "Contact Us" link at the bottom of every page, or contact us on info@docboyz.in

Accessing & correcting your personal information

We will take reasonable steps to accurately record the personal information that you provide to us and any subsequent updates.

We encourage you to review, update, and correct the personal information that we maintain about you, and you may request that we delete personal information about you that is inaccurate, incomplete, or irrelevant for legitimate purposes, or are being processed in a way which infringes any applicable legal requirement.

Your right to review, update, correct, and delete your personal information may be limited, subject to the law of your jurisdiction:

- If your requests are abusive or unreasonably excessive,
- Where the rights or safety of another person or persons would be encroached upon, or
- If the information or material you request relates to existing or anticipated legal proceedings between you and us, or providing access to you would prejudice negotiations between us or an investigation of possible unlawful activity. Your right to

review, update, correct, and delete your information is subject to our records retention policies and applicable law, including any statutory retention requirements.

Security: How we protect your information

We have implemented appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access to your information and to maintain data security. These safeguards take into account the sensitivity of the information that we collect, process and store and the current state of technology. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

We assume no liability or responsibility for disclosure of your information due to errors in transmission, unauthorized third-party access, or other causes beyond our control. You play an important role in keeping your personal information secure. You should not share your user name, password, or other security information for your Docboyz account with anyone. If we receive instructions using your user name and password, we will consider that you have authorized the instructions.

Permissible Age

The Services are not intended for users under the age of 18, unless permitted under applicable local laws (Permissible Age). We do not knowingly collect any personal information from users or market to or solicit information from anyone under the Permissible Age. If we become aware that a person submitting personal information is under the Permissible Age, we will delete the account and any related information as soon as possible. If you believe we might have any information from or about a user under the Permissible Age, please contact us at info@docboyz.in

Data retention and account termination

You can close your account by writing to info@docboyz.in. We will deactivate your account, but we may retain information about you for the purposes authorized under this Privacy Policy. Thereafter, we will either delete your personal information or de-identify it so that it is anonymous and not attributed to your identity. For example, we may retain information to prevent, investigate, or identify possible wrongdoing in connection with the Service or to comply with legal obligations.

Job applicants

If your information is submitted to us through our Service when applying for a position with our company, the information will be used to consider your application. We may retain your information for any period of time.

Changes to this privacy policy

We reserve the right to amend this Privacy Policy from time to time to reflect changes in the law, our data collection and use practices, the features of our services, or advances in technology. Please check this page periodically for changes. Use of information we collect is subject to the Privacy Policy in effect at the time such information is used. If we make any material changes to this Privacy Policy, we will post the changes here. Please review the changes carefully. Your continued use of the Services following the posting of changes to this Privacy Policy will constitute your consent and acceptance of those changes.

SERVICE PARTNER TERMS AND CONDITIONS

This electronic record is generated by a computer system and does not require any physical or digital signatures. By clicking on the "I ACCEPT" button, you are consenting to be bound by these Service Partner T&C for using the Docboyz Platform for the purpose of receiving Cases and delivering the services to the Clients. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE SERVICE PARTNER T&C BEFORE YOU USE THE SERVICE OF THE DOCBOYZ-COLLECTKART PLATFORM, AS YOU SHALL BE BOUND BY ALL THE SERVICE PARTNER T&C CONTAINED HEREIN upon clicking on the "I ACCEPT" button. If You do not accept any of the Service Partner T&C, please do not use the Docboyz-Collectkart Platform or avail any of the services being provided therein. YOUR AGREEMENT TO THE SERVICE PARTNER T&C SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND DOCBOYZ IN RESPECT OF THE SERVICES OF THEDOCBOYZ-COLLECTKART PLATFORM.

Your engagement with Docboyz to use the services of the Docboyz-Collectkart Platform are subject to your acceptance of these Service Partner T&C. Docboyz reserves the right, at its sole discretion, to change, modify, add or remove these Service Partner T&C, in part or in whole, at any time, without prior notice to You. It is Your responsibility and duty to check the Service Partner T&C periodically for changes. Your continued use of the Docboyz-Collectkart Platform following the posting of changes will mean that You accept and agree to the changes. As long as You comply with these Service Partner T&C, Docboyz grants You a personal, non-exclusive, non-transferable, limited privilege to enter and use the service on the Docboyz-Collectkart Platform.

DEFINITIONS

"Acceptance" means your affirmative action of clicking on the box against the words "I Accept" provided at the end of these Service Partner T&C, by which action, you unequivocally accept the Service Partner T&C and any modifications thereof;

"Agreement" shall mean the FI, Document Collection & Debt recovery Services Availability Agreement executed between Docboyz and the Service Partner pursuant to which the Service Partner has agreed to undertake FI, Document Collection & Debt recovery Services;

"Applicable Law" shall mean and include any law, statute, ordinance, rule, regulation, guideline, policy or other pronouncement having the effect of law in India, as in effect or which may come in effect on a future date;

"Service Partner" or "You" or "Your" or "Yourself" or Fintech Correspondent (FC) shall mean an individual or an Agency, who has executed Agreement for the provision of FI, Document Collection & Debt recovery Services;

"Service partner Information" shall mean and include any personal data collected from the Service Partner including know your customer documents with Service Partner's bank, copies of valid government issued vehicle registration certificate, vehicle insurance copy, driving license, identity proof, residence proof, location data, proof of ownership of Service Partner Vehicle and any other information that Docboyz may deem fit;

"Service Partner Vehicle" shall have the meaning assigned to it in Clause 5;

“Rendered Services” have meaning of services offered by Service Partners such as FI, Document collection and/or Debt recovery

“FI, Document Collection& Debt recovery Services” shall mean either or all of the following as the context may require:

The services provided by the Service Partner to Docboyz of making himself available on the Docboyz-Collectkart Platform for the purpose of accepting cases of FI, Document collection and/or Debt recovery from Clients;

The FI, Document collection and/or Debt recovery services provided by the Service Partner to the Clients whereby the Service Partner collects the information, documents and/or Payment requested by the Clients and delivers the same to the Clients.

FI- Field Investigation carried out for the purpose of verifying the identity of Customer and its address on behalf of Client, when a customer has applied for any services, which requires such verification.

Document Collection shall mean the service offered to Client for collecting financial documents (Agreement, Cheque, NACH or any physical financial instruments) from customer on their behalf.

Debt Recovery services offered to the Client in the form of Predictive calling, Field visits for address verification, Skip tracing and collection of outstanding Payment, which customer owes to the Client as Loan.

Bucket shall mean that how many days past EMI is overdue.

Zero Bucket – EMI overdue within 30 days

First Bucket – EMI overdue from 30 days to 60 days

Second Bucket- EMI overdue from 61 days to 90 days

Third Bucket- EMI overdue from 91 days to 120 days

Fourth Bucket – EMI overdue from 121 days to 180 days

NPA – EMI overdue for more than 180 days

“Intellectual Property Rights” shall mean and include the copyright (*whether registered or not*), patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs (*both industrial and layout*), geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, reproducing rights, domain names, internet address, graphics, artwork, links, information, logos, software, configuration, marketing and distribution material and any other intellectual property right in the website of Docboyz, and Docboyz-Collectkart Platform, which are used and/or owned by Docboyz;

“Regional coordinator” shall mean a person designated by Docboyz responsible for ensuring all questions and queries of Service Partners operating within a defined territorial area are answered as well as providing all necessary operational support that such Service Partners may require;

“Platform Services” shall have the meaning defined in the Agreement;

“Termination Date” shall mean the date on which these Service Partner T&C and the Agreement shall stand terminated;

“Client” shall mean the case provider on Docboyz-Collectkart platform.

“Customer” shall mean customer of the Client from whom data, document or Payment needs to be collected.

“Case” shall mean the work published by the Client on Docboyz-Collectkart platform for the purpose of availing services of FI, Document collection and/or Debt recovery

“TAT” shall mean turnaround time, that will be defined from the time case is published on the platform to the time case is completed.

“Terms and Conditions” or “Service Partner T&C” refers to these Service Partner Terms and Conditions, which are available on the Docboyz-CollectkartPlatform, as may be amended from time to time;

“Docboyz” or “We” or “ Us” or “ Our” shall mean Zapfin Teknologies Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at First Floor, 105, Hermes wave, Central Avenue Road, Kalyani Nagar, Pune - 411006 which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all our successors, affiliates and assigns;

“Docboyz-Collectkart Platform” shall have the meaning assigned to it in the Agreement. It shall also include for all purposes the mobile interface provided to the Service Partner wherein all the back-end technology is incorporated to enable the Service Partner to provide FI, Document collection and Debt recovery services as well as enable Docboyz, to track the cases and other relevant information;

Unless the context of these Service Partner T&C otherwise requires:

A word or an expression, which denotes a natural person shall include an artificial person (*and vice versa*), any one gender shall include the other genders, the singular shall include the plural (*and vice versa*).

Heading and bold typeface in these Service Partner T&C are for convenience only and shall be ignored for the purposes of interpretation.

The use of the word “including” followed by a specific example(s) in these Service Partner T&C, shall not be construed as limiting the meaning of the general wording preceding it.

The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply.

Reference to any clause, article, section or schedule shall mean a reference to a clause, article, section or schedule of these Service Partner T&C, unless specified otherwise.

Reference to any Applicable Law shall mean a reference to that law as amended, consolidated, supplemented or replaced.

APPLICABILITY OF SERVICE PARTNER T&C

These Service Partner T&C together with the Agreement shall form the complete understanding between the Parties. By accepting these Service Partner T&C, You acknowledge and agree to the Service Partner T&C and Docboyz policies that Docboyz makes applicable to You from time to time, to the fullest extent possible.

Unless defined herein, the words, phrases and capitalized terms, which are contained or referred to in these Service Partner T&C, shall be construed as having the meaning thereby attributed to them in the Agreement.

SERVICE AND CHARGES

Subject to terms and conditions contained in these Service Partner T&C and the Agreement, the Service Partner agrees to make himself available on the Docboyz-Collectkart Platform to undertake Rendered Services as and when a request for the same is placed by the Client through the Docboyz-Collectkart Platform, and to provide the Rendered Services to the Clients to the best of his abilities.

Service Partner agrees and acknowledges that upon acceptance of the case by the Service Partner for the Rendered Services, shall constitute a separate contract between the Service Partner and the Client, to which Docboyz is not a party.

At the time of availing the Platform Services for the first time from Docboyz, the Service Partner shall, at the discretion of Docboyz, be required to pay either (i) an onboarding fee ("Onboarding Fee") to Docboyz of such amount and in such manner as prescribed by Docboyz from time to time, or (ii) an interest free refundable security deposit ("Security Deposit") to Docboyz, of such amount and in the manner prescribed by Docboyz from time to time. In addition, Docboyz shall charge additional fees from the Service Partner for any additional training and support services provided by Docboyz ("Training and Support Fees"). To enable the Service Partner to render Rendered Services, Docboyz may provide the Service Partner with certain assets including, but not limited to, the Docboyz-Collectkart Platform on the Service Partner's smart phone; stationary etc. Upon termination of these Service Partner T&C and the Rendered Service Agreement, the Security Deposit, if any, shall be refunded to the Service Partner by the Docboyz after the assets are returned to the Docboyz in right condition. In the event the the Service Partner fails to return assets, Documents, collected amount, Docboyz shall deduct such amount as provided in Annexure A hereto. The Parties understand that the decision of Docboyz regarding an asset, documents or recovery of Payment shall be final and binding on the Service Partner.

The Service Partner shall, at the discretion of Docboyz, be required to either pay the Onboarding Fee or deposit the Security Deposit which is prescribed at the time of his joining in the city of his joining.

In consideration of Docboyz making the Docboyz-Collectkart Platform available to You, Docboyz, at its discretion, may charge fee for providing the Platform Services ("Platform Charges"), which shall be notified to You by such means as Docboyz may deem fit. Your continuous use of the Docboyz-Collectkart Platform and the Platform Services after such notification shall be deemed to be acceptance of the Platform Charges by You. The Platform Charges may be revised by Docboyz, at its discretion, from time to time, without any notice.

The amount of Training and Support Fees, Onboarding Fee, Security Deposit and the Platform Charges shall be determined by Docboyz and may be revised from time to time at the sole discretion of Docboyz.

The Service Partner shall create a log-in ID on the Docboyz-Collectkart Platform to be able to render FI, Document Collection & Debt recovery Services. The Service Partner acknowledges that the sign-in details, including the username and password, are confidential and, accordingly, shall not share them with any third party, without written approval from Docboyz.

The Service Partner shall have access to the Docboyz/Collectkart Platform at all times unless there is a technical glitch or if the Docboyz-Collectkart Platform is being updated. Once logged-in, the Service Partner shall remain available and shall be able to connect with the Client for the purpose of receiving cases published by the Clients and undertaking Rendered Services in connection with the same.

The Service Partner confirms and acknowledges that by logging-in on the Docboyz-Collectkart Platform, he agrees to be tracked by Docboyz via GPS enabled tracking technology and Docboyz may share this information with Clients on a real-time basis for the purpose of enabling the status of the FI, Document Collection & Debt recovery Services being provided by the Service Partner to the Users. The Service Partner further agrees that logging-in on the Docboyz-Collectkart Platform shall be deemed acceptance of the Service Partner's intention to accept the cases to render the FI, Document collection and/or Debt recovery Services mentioned herein.

All reasonable attempts shall be made by the Service Partner to complete cases within TAT.

In consideration for the Rendered Services provided by the Service Partner to the Clients, the Service Partner may charge the Client a service fee ("Service Charges"), subject to such Service Charges being accepted by the Client at the time of publishing the case. The Service Charges shall be agreed between the Service Partner and Docboyz from time to time, in the manner provided under these Services Partner T&C.

In order to incentivize the Service Partner for the availability committed by him/her on the Docboyz-Collectkart Platform to undertake Rendered Services as and when he is connected to the platform, Docboyz may, at its discretion, pay the Service Partner a fee ("Availability Fee"), in addition to the Service Charges collected by the Service Partner from the Clients.

Notwithstanding anything to the contrary under Clause 3(ix) above, the Service Partner hereby absolutely, unconditionally and irrevocably authorizes Docboyz to determine the amounts chargeable by the Service Partner as service Charges, service partners on the Docboyz-Collectkart Platform to provide Rendered Services to the Clients. Based on TAT, nature of services and such other factors as Docboyz may deem fit, and you agree that the Service Charges may be revised from

time to time on the basis of one or more of these factors. Docboyz shall, from time to time and through such means as Docboyz may deem fit, notify You the Service Charges that You may charge the Clients.

You shall not charge the Client or end customer any amount over and above the amount of Service Charges agreed between You and Docboyz under these Service Partner T&C.

You hereby authorize Docboyz to collect from the Clients, on your behalf, the Service Charges charged by You to the Clients for undertaking Rendered Services, which shall be remitted to you on a monthly basis through such mode and on such day(s) of a month as Docboyz may from time to time decide.

Docboyz may, at its discretion, pay the Service Partner an additional amount and/or incentive (in addition to what Docboyz collects from the Clients) for the Rendered Services provided by the Service Partner using the Docboyz-Collectkart Platform.

Docboyz may, at any time: (a) set off and deduct any amounts due from, payable by or proposed to be paid by Docboyz to the Service Partner, including the Service Charges collected by Docboyz from the Clients on behalf of the Service Partner and the Availability Fee; and (b) apply such amounts towards any amounts due from, or payable by the Service Partner under or in connection with the Agreement and the Service Partner T&C, including without limitation the Platform Charges. Docboyz shall have the right and the obligation to pay only such amounts due and payable by Docboyz to the Service Partner, if any amount so remains due and payable after such set off, deduction and application as set out under this Clause 3(xvii). Nothing in this Clause 3(xvii) shall prejudice any right or remedy available to Docboyz, whether under contract, law or equity to recover any amounts due from, or payable by the Service Partner under or in connection with the Agreement and the Service Partner T&C, whether such amounts arise under contract, tort, statute or equity.

Notwithstanding anything contained in these Service Partner T&C, there shall be no obligation on the Service Partner to be available on Docboyz-Collectkart Platform for a minimum number of hours/days. The Service Partner acknowledges that he has flexible timings and can chose to log-in the Docboyz-Collectkart Platform anytime he wants and for howsoever long he wants, at his sole discretion. Docboyz shall also not supervise the actions and conduct of the Service Partners unless they are in gross violation of their duty to render FI, Document collection and/or Debt recovery Services under these Service Partner T&C or the Agreement. All queries and questions raised by the Service Partner, including but not limited to how to complete a case, directions for the end customer address, manner to carry out services of FI, Document Collections or Debt recovery shall be directed to a Regional coordinator for the particular area from where the Service Partner is operating to render the FI, Document collection and/or Debt recovery Services.

Tax

You authorize Docboyz to make Tax Deduction at Source (TDS) as per the Income Tax Act, where applicable, and other applicable taxes from the amount paid or remitted to You under the Agreement or these Service Partner T&C, including the Service Charges collected by Docboyz on your behalf from the Clients, which includes the following:

In case any withholding tax has to be deducted from the Service Charges or any amount payable by Docboyz under the Agreement and these Service Partner T&C, the Company shall deduct the same and provide the Regional coordinator with adequate proof of depositing the said withholding tax with the Indian tax authorities in accordance with the Income Tax Act. If Docboyz is required to withhold any payment under Applicable Law from any amount due or payable to the Service Partner under or in connection with the Agreement and the Service Partner T&C, Docboyz shall be entitled to deduct the same and deal with it in such manner as may be required under Applicable Law.

Docboyz shall raise a tax invoice containing such particulars as may be prescribed under the Goods and Service Tax Act and the rules made thereunder, as amended from time to time for any amount charged to you by Docboyz including the Platform Charges. The Platform Charges shall be inclusive of applicable taxes.

OBLIGATIONS OF SERVICE PARTNER

Service Partner makes himself/herself available to undertake Rendered Services as and when a request for the same is placed by the Client through the Docboyz-Collectkart Platform.

If required, the Service Partner shall use his personal vehicle ("Service Partner Vehicle") for providing Rendered Services. No vehicle of any kind shall be provided by Docboyz under any circumstances.

The Service Partner shall ensure that the Service Partner Vehicle is well maintained and in good condition so that there are no delays in rendering FI, Document collection and/or Debt recovery Services.

All expenses incurred in maintaining, running and riding the Service Partner Vehicle shall be borne exclusively by the Service Partner unless otherwise agreed by Docboyz.

The Service Partner shall hold and possess a valid driving license and a valid registration number for the Service Partner Vehicle, if required under the Applicable Law for the vehicle used by the Service Partner for providing Rendered Services, which are up to date and in subsistence throughout the Term of these Service Partner T&C. Copies of the driving license as well as the registration certificate of the Service Partner Vehicle, including any other Service Partner Information, shall be handed to the Docboyz before commencing Rendered Services or at any other time deemed appropriate by Docboyz.

The Service Partner shall have a valid and adequate insurance coverage to the Service Partner Vehicle. Service Partner shall ensure that the insurance is valid, up to date and in subsistence throughout the Term of these Service Partner T&C. A copy of the insurance policy shall be given by the Service Partner to the Docboyz. The Service Partner further confirms that all premium payments towards the insurance policy shall be paid exclusively by the Service Partner. Under no circumstances shall Docboyz be liable to make any payment with respect to such insurance.

During the course of undertaking Rendered Services, the Service Partner shall conduct himself with honesty, discipline and in accordance with the policies and instructions of the Docboyz, whether presently in force or adopted in the future, including but not limited to safety, driving rules, etc. The

Service Partner shall also comply with all Applicable Law including the provisions of the Motor Vehicles Act, 1988 and its corresponding rules.

Service Partner shall not commit any fraud while providing Rendered Services or otherwise commit any act or omission, to gain any undue advantage. Service Partner agrees and acknowledges that in case Docboyz believes that the Service Partner has committed any of the foregoing while undertaking Rendered Services, Docboyz shall, in addition to its right to terminate the Agreement and these Service Partner T&C, in its sole discretion reserve the right to (a) disable the Service Partner from undertaking Rendered Services through the Docboyz-Collectkart Platform for such time as it deems fit and /or (b) deduct the undue gain made by the Service Partner through the fraudulent activities from the pay-out including incentives thereof and/or the Security Deposit, if any. This right to withhold pay-out including incentives thereof may also be exercised by Docboyz in the event service parameter guidelines, as prescribed by the Docboyz from time to time, is not met.

At no time whatsoever shall the Service Partner tamper, damage or misplace the customers' documents or information to influence the outcome of services carried out by him. In case Docboyz suffers any loss due to the Service Partner fraudulent activities, Docboyz shall have the right to recover any loss, if any, from the payments required to be made by Docboyz to the Service Partner under the Agreement or these Service Partner T&C.

Where the Service Partner is required, under instructions from Docboyz, to use his personal cash for the purpose of printing documents and courier the documents, the service Partner shall collect the original receipt from the printing shop/courier company and share the receipt with regional coordinator immediately after completion of the case. Docboyz shall reimburse that amount along with service pay-out at the beginning of following month or as per agreed frequency. In no circumstances, service partner should charge or accept any money from customer.

Where the Service Partner is required to collect cash from the customer towards outstanding EMIs, the service partner should immediately deposit cash to Docboyz account or such frequencies as Docboyz may instruct from time to time.

The Service Partner shall keep all the collected documents safe and courier it upon completion of cases by end of the day. In case of termination of services, the service partner should immediately courier all documents in as it is condition. In the event the documents are not returned in a condition acceptable to the Docboyz or not returned at all, Docboyz retains the right to set-off the value of it against the Security Deposit (if any) and / or payments required to be made by Docboyz to the Service Partner under the Agreement or these Service Partner T&C.

The Service Partner shall undertake the Rendered Services by himself and shall not delegate the same to any individual or third party. In case of agency, it should not sub- contract the case to third party without prior written consent of Docboyz.

Upon receiving any case to render FI, Document collection and/or Debt recovery Services after logging-in the Docboyz-Collectkart Platform, the Service Partner shall act and perform his role in an ethical manner and to the best of his abilities by ensuring a timely completion of case. In case of any delays due to traffic, the Service Partner shall inform the Regional coordinator and the Client and follow instructions as given by them.

The Service Partner acknowledges that the goodwill and reputation of Docboyz is at stake with how effectively and efficiently the Service Partner renders FI, Document collection and/or Debt recovery Services pursuant to these Service Partner T&C. Accordingly, the Service Partner shall not do any act that adversely affects Docboyz and undertakes to be in compliance with Applicable Law at all times and protect the brand image, business reputation or any other asset/property of Docboyz.

While logged-in the Docboyz-Collectkart Platform, the Service Partner shall not engage in any illegal activity or perform any actions that are contrary to Applicable Law.

All Confidential Information procured shall at all times be kept confidential and used only for the limited permitted purposes of rendering FI, Document collection and/or Debt recovery Services.

The Service Partner is not entitled to claim reimbursement of hospitalization/ hospital bills that may be incurred by the Service Partner while rendering FI, Document collection and/or Debt recovery Services or incurred by his family members for any unfortunate accidents or severe illness, during the subsistence of Agreement and these Service Partner T&C.

The Service partners should be well groomed and dressed properly while Rendering Services on Docboyz-Collectkart platform.

The Service partner should complete rendered services with TAT, i.e., within 2 hours for FI and 4 hours for document collection.

OBLIGATIONS OF DOCBOYZ

Docboyz shall endeavour to take reasonable and financially prudent measures to ensure sufficient flow of cases from Client to the Service Partner.

All Service Partner Information procured shall be kept confidential and used only as per these Service Partner T&C and the Agreement.

Docboyz shall make all reasonable efforts to ensure that the Docboyz-Collectkart Platform is running at all times. However, it shall not be liable for any technical glitches or updates due to which a Service Partner is unable to log-in the Docboyz-Collectkart Platform or receive cases.

SERVICE PARTNER INFORMATION

Docboyz may collect Service Partner Information at the time of execution of these Service Partner T&C or at any time thereafter, to establish the identity of the Service Partner. Docboyz reserves the right to store, process, access and use the Service Partner Information for business purposes and needs, background check, verification, marketing, service, development, analytics, research, and any other purpose as Docboyz may deem fit and in accordance with Applicable Law. The service Partner hereby expressly consents to such collection and use of Service Partner Information.

Subject to Applicable Law, Docboyz may provide to a third party, governmental agency, judicial body, any Service Partner Information or information relating to Service Partner Services, if there is a

complaint, dispute or conflict, including any accident involving a Service Partner on one hand and end-customer, or a third party on the other hand;

INTELLECTUAL PROPERTY RIGHTS

The Parties hereby agree that all Intellectual Property Rights shall be in absolute ownership, possession and control of Docboyz and the Service Partner is only permitted to use such Intellectual Property Rights in connection with Rendered Services rendered under these Service Partner T&C as are specifically permitted by the Docboyz. The Parties hereby clarify that no license or rights is granted in the Intellectual Property Rights to the Service Partner under these Service Partner T&C, by implication or otherwise.

Notwithstanding anything contained in these Service Partner T&C, in the event the Service Partner uses the Intellectual Property Rights in such manner so as to license, sub-license, create derivative Intellectual Property Rights, use it otherwise not being in connection with Collection Services rendered under these Service Partner T&C, the same shall constitute a breach of these Service Partner T&C and Docboyz reserves its rights to resort to legal proceedings against the Service Partner for recovering damages and losses suffered or likely to be suffered.

REPRESENTATIONS AND WARRANTIES

9.1 The Service Partner represents and warrants as follows:

The Service Partner is capable of entering in the present Agreement and is not below the age of 18 years as on the Effective Date.

All Service Partner Information provided shall be true and correct and no information that could impact the Service Partner's performance to render FI, Document collection and/or Debt recovery Services pursuant to these Service Partner T&C and shall not be hidden from the Docboyz anytime during the subsistence of these Service Partner T&C.

The Service Partner has not been convicted by any court in India or any other country of any crimes including but not limited to involving moral turpitude. Further, the Service Partner is not a party to any pending litigation, which shall materially affect Your obligations under these Service Partner T&C.

9.2 Docboyz hereby represents and warrants as follows:

It is fully capable of executing these service Partner T&C and Service partner Agreement and has the necessary authority.

It shall not exercise operational supervision on the activities of the Service Partner as they are free to determine how to render FI, Document collection and/or Debt recovery Services so long as the Docboyz's reputation and goodwill is not damaged.

TERMINATION

10.1 Docboyz reserves the right to terminate these Service Partner T&C and/or the Agreement and deny the Service Partner access to Docboyz-Collectkart Platform at any time for any reason. The date

on which the service Partner's access to the Docboyz-CollectkartPlatform is intentionally blocked by the Docboyz shall be considered as the Termination Date of these Service Partner T&C and the Agreement.

10.2 Without prejudice to the generality of the foregoing clause, Docboyz reserves the right to terminate these Service Partner T&C and the Agreement with immediate effect for:

Any breach of the terms of these Service Partner T&C or the Agreement by the Service Partner;

failure to verify or authenticate Service Partner Information; and

any action or omission by the Service Partner which can cause legal or contractual liability for Docboyz including but not limited to fraudulent conduct, customer complaints, continuous unsatisfactory feedback by the Clients or the customers, misconduct, negligence, and all other actions specifically prohibited under Applicable Law.

Docboyz is also at liberty to terminate the contract at their discretion, where, in their opinion, continuance of the services of Service Partner is detrimental to the business interest of Docboyz due to the acts of the Service Partners, such as the following:

Misbehaviour, rude behaviour with the staff of Docboyz, Clients, Customers or any other persons associated with the Docboyz.

Any acts involving criminal offence punishable under law, including physical assault, threatening any of the staff of Docboyz, person associated with Docboyz and any other persons.

Concealment of fact / material information while entering into contract with Docboyz.

Poor & irregular for work, meetings and failure to abide by the rules / terms of contract.

Drunk while on duty and drunken behaviour.

Poor performance for two consecutive weeks. Performance includes - daily productivity, login hour, idle hours, number of cases completed, quality standards such as denying/ fast forwarding/ cancelling the cases published by the Client.

Commission of fraud/ misappropriation/embezzlement for undue monetary gain, which is against the interest of the Docboyz.

Negligence in performing the duty, causing damage of moveable and immoveable assets of Docboyz, its employees, Clients and Customers

Indulging in spreading content through digital media, social networking sites, or any other form, which could be detrimental to Docboyz's brand and its image.

Indulging in acts such as creating ruckus/ strike/ or any activity against Docboyz, which could be detrimental to the Docboyz's brand and its image.

Indulging in unauthorized disclosure of Confidential Information of Docboyz to external agency, person, Docboyz or organization.

Misuse of information provided by Docboyz, which could be detrimental to the interest of Docboyz's brand and its image.

Absconding for more than 8 hours with any documents, Collected Payment or any other valuable item belonging to Docboyz, its employees, Customers, Client(s) and/ or other staff member(s).

Failure to abide by any of the rules and guidelines given by Docboyz as part of service quality standards and principles.

Doing any act unbecoming of a Service Partner.

In case the background check, whether wholly or partially, is found negative at any point of time during the term of these Service Partner T&C.

10.3 Upon termination of these Service Partner T&C and the Agreement, the Service Partner shall return the assets, within 24 hours from the Termination Date. In case the Service Partner fails to do so, Docboyz shall forfeit the Security Deposit (if any) and shall further reserve the right to set-off the cost of assets/documents against the payments required to be made by Docboyz to the Service Partner under the Agreement or the Service Partner T&C.

10.4 Notwithstanding anything contained in this Clause, Docboyz reserves the right to recover any amounts due and owed by the Service Partner and take appropriate legal actions that may be available under Applicable Law and equity for recovery of any amounts due.

10.5 In the event, the Service Partner leaves or absconds, the provision of Clauses 10.3, 10.4 or Annexure A to these Service Partner T&C shall apply.

10.6 In case the Service Partner intends to terminate these Service Partner T&C and the Agreement on his own, he has to intimate Docboyz in advance by giving a fifteen (15) days prior notice in writing, his intention to terminate the contract.

INACTIVITY

Failure to log-in to the Docboyz-Collectkart Platform for a continuous period of 15 days will lead to the account of the Service Partner being made in-active. To re-activate the account, the Service Partner can, through the support section of Docboyz-Collectkart platform application, request for such reactivation of their account. The re-activation shall be subject to the requirement of Service Partners in the area of operation of the Service Partner. The Service Partner, through the Docboyz-Collectkart Platform, can create a request to be intimated when such requirement arises

COMPLIANCE WITH APPLICABLE LAW

The Service Partner agrees and consents to comply with all Applicable Law at all times while providing the Rendered Services and while accessing the Docboyz-Collectkart Platform.

AMENDMENT

Docboyz reserves the right to change, modify, reinstate, amend or delete any terms and conditions contained in these Service Partner T&C, without prior notice, at any time and in its sole discretion, by posting a change notice or a new agreement on the Docboyz-Collectkart Platform. The Service

Partner shall be responsible for keeping himself apprised and informed of the revised terms and conditions at all times.

RELATIONSHIP OF THE PARTIES

The Service Partner is an independent business contractor and this Service Partner T&C is a principal-to-principal contract. It shall not create any partnership, joint venture, employment, agency, franchise, sales representative or any vicarious and absolute liability relationship between the parties. It is clarified between the parties that neither of the parties shall be liable for any action or omission of the other party in any manner. It is clearly understood and agreed that under these Service Partner T&C no relationship of employer and employee exists between Docboyz and Service Partner. The Service Partner shall not have any claim for permanent employment or employment benefits under any statutes / local laws.

INDEMNIFICATION AND LIMITATION OF LIABILITY

You agree and undertake to indemnify and to hold harmless the Docboyz its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives or any third party from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by You of your obligations, performance or observance of your role, functions, responsibilities, representations, or warranties under the Service Partner T&C and the Agreement; (ii) any violation of Docboyz's policies; (iii) any act or omission that causes or may cause harm to the reputation and goodwill of Docboyz; (iv) any claim of violation of intellectual property of Docboyz or any third party by your usage of Intellectual Property Rights in a manner not permitted under the Agreement and these Service Partner T&C; (v) your misconduct or unauthorized access or use of the User data on the Docboyz-Collectkart Platform or by the transferring of such data to any third party or unauthorized disclosure or use of Confidential Information of Docboyz; (vii) any act of theft, fraud, negligence and misconduct by you; (viii) any damage to the Client's or Customer's property or any asset; and (ix) any misbehaviour towards the Client, Customer or Docboyz and its employees or tampering with Documents or information while performing the Rendered Services.

You shall be liable to indemnify and hold Docboyz harmless against all damages, losses, costs and expenses incurred by Docboyz as a consequence of any complaint from any Customer and/or the Client received by Docboyz with respect to any error or deficiency in the Rendered Services.

In addition to the indemnification rights of Docboyz under these Service Partner T&C, Docboyz shall also be entitled to such other remedies available under Applicable Law for breach of contract where time is of essence.

In no event will Docboyz be liable for any losses arising from or in connection with these Service Partner T&C and the Agreement, pursuant to any claim by the Service Partner against Docboyz under contract, tort or otherwise, if such losses could have been avoided by the Service Partner using reasonable efforts to mitigate them. Further, the Docboyz shall also not be liable to the Service Partner in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages.

Notwithstanding anything contrary contained elsewhere in the Agreement, the total cumulative liability of the Docboyz to the Service Partner or to any person claiming under contract, tort, or otherwise, shall not exceed an amount of INR 10,000/- (Rupees Ten Thousand only).

Docboyz shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Service Partner arising out of the use of the Platform Services offered by the Docboyz to the Service Partner directly or indirectly, for any reason whatsoever, including but not limited to damage or loss caused to the Service Partner as a result of a Client/Customer's non-compliance, which includes, but is not limited to, any incorrectly placed instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Docboyz or any person or any organization involved in the above mentioned systems. Without prejudice to the above, Docboyz shall not be liable for any direct or indirect loss or damage, which may be suffered by the Service Partner as a result of any failure by a Customer to show up within any stipulated time even if Docboyz has agreed to such timing or even if the Customer has advised Docboyz of the possibility that he / she may not show up within the stipulated time.

SPECIFIC INDEMNITY

The Service Partner shall be solely liable for any and all accidents/incidents involving the Service Partner Vehicle, while providing the Rendered Services. Docboyz shall not be held liable for any such accidents/ incidents involving the Service Partner.

SET-OFF

In addition to any other remedies provided under a contract including the Agreement and these Service Partner T&C or provided by law or in equity, Docboyz may, at any time, without notice to the Service Partner, set off any liability of the Service Partner to Docboyz against any liability of Docboyz to the Service Partner, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement or these Service Partner T&C.

DISPUTE RESOLUTION

In case of any dispute, decision of CEO will be final and it will be binding to Service partner.

These Service Partner T&C and the Agreement shall be governed by laws of India.

The courts of Pune shall have exclusive jurisdiction over all disputes arising from these Service Partner T&C and the Agreement.

PENALTY

Notwithstanding anything contrary contained in these Service Partner T&C or the Agreement, Docboyz shall reserve a right to charge You a penalty in the event You indulge in fraudulent activities while providing Rendered Services. The penalty may be deducted from the payments made to You by Docboyz.

MISCELLANEOUS

Force Majeure: Neither Party shall have any liability under or be deemed to be in breach of these Service Partner T&C or the Agreement for any delays or failures in performance of these Service Partner T&C and the Agreement which results from circumstances beyond the reasonable control of that Party such as acts of god, fire, earthquake, tempest, flood, lightning, violence of any army or mob or enemies of the country.

Assignment: No rights or liabilities under these Service Partner T&C and the Agreement can be assigned by any of the Parties hereto without the prior written consent of the other Party.

Entire Agreement: These Service Partner T&C shall be read along with the Agreement supersedes all prior discussions and agreements (whether oral or written) if any, between the Parties with respect to the subject matter of these Service Partner T&C and the Agreement.

Term: These Service Partner T&C and the Agreement shall, unless specifically terminated in accordance with the provisions contained herein, be valid and effective from the date of the execution of the Agreement till such time that the Service Partner continues to remain enlisted with the Docboyz-Collectkart Platform.

Waiver: No waiver of any part of these Service Partner T&C and the Agreement or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right exclude others.

Severance: Any provision of these Service Partner T&C and the Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof.

Docboyz retains the right to share the information provided by you with any financial lending institution(s) if you agree to the same, if it is proved within reason that you have availed a loan from them. You forego the right to claim any damages from Docboyz in the event any such financial facility has been availed by you. You also agree that Docboyz will not be liable for any damages arising as a result of such disclosure of your information. Docboyz retains the right to withhold pending payouts and terminate you on an immediate basis in such cases.

Service Partner hereby acknowledges and agrees to the use of his/her photographs by Docboyz for certain purposes, which may include usage of the Service Partner's photographs in Docboyz's internal communications and presentations, training materials, marketing and advertisement activities on various platforms, including without limitation, online advertisement, social media and offline advertisement. Service Partner hereby consents to sharing of his/her photographs by Docboyz with third parties for the aforesaid purposes.

The information shared by Service Partner pursuant to this Agreement shall be used in accordance with the Privacy Policy

CONFIDENTIALITY

Other than for provision of Rendered Services by the Service Partner, Docboyz does not share any other information of the Service Partner with third parties unless requisitioned by (i) government authorities or (ii) the Service Partner, whether orally or in writing (via email, SMS etc.) for any purpose whatsoever, including but not limited to availing loan from financial institutions, filing of tax returns etc.

Other than for the purpose of undertaking Rendered Services, the Service Partner must not disclose any confidential information about Docboyz, including but not limited to these Service Partner T&C, its business strategies, pricing, revenues, expenses, User data, Client data and Cases information to third parties.

DISCLAIMER

Docboyz does not warrant that You will be able to use the Docboyz-Collectkart Platform and/ or will be able to provide the Rendered Services at all times or locations on the Docboyz-Collectkart Platform or that the Docboyz-Collectkart Platform and the Platform Services will be uninterrupted or error-free or that the defects will be capable of being corrected by the Docboyz in a timely fashion. The Platform Services, Docboyz-Collectkart Platform, Device, the output generated there from, and all other technology developed by Docboyz are provided to you on an "AS IS" and "AS AVAILABLE" basis and Docboyz specifically disclaims all warranties and indemnities, express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing.

ANNEXURE A

a) Onboarding Fee: As prescribed by Docboyz from time to time.

b) Security Deposit: As prescribed by Docboyz from time to time.

At the time of onboarding, Service Partner shall pay either of

(i) the Onboarding Fee, or

(ii) Security Deposit, at the sole discretion of Docboyz.

c) Training and Support Fee: As prescribed by Docboyz from time to time.

d) Service Partner hereby acknowledges and agrees that any amount deposited by Service Partner to Docboyz in the form of Security Deposit shall stand forfeited at the sole discretion of Docboyz, in the event Service Partner does not carry out at least one case pursuant to the rendered Services under the Agreement for a continuous period of 30 days during the term of the Agreement.

Contact Us

If you have any queries relating to the processing/ usage of information provided by you or Docboyz's Privacy Policy, you may email to info@docboyz.in or write to us at the following address

Zapfin Teknologies Pvt. Ltd.
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