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NPS Website and Apps Terms & Conditions

Use of the NPS Platform / NPSServices

Please read the following terms and conditions carefully before registering on, accessing, browsing, downloading or using the NPS website located at npsedge.technologies.com and all associated sites linked to NPS, or the NPS mobile application or any similar platform (hereinafter collectively, the NPS) on any device and/or before availing any services offered by NPS on the NPS Platform which may include services such as digital products and marketplace service or any other service that may be offered by NPS on the NPS Platform (hereinafter individually, and Collectively, the NPS Services). For the avoidance of doubt, it is clarified that these terms and conditions shall apply to all NPS Services, whether offered by NPS or its affiliates.

1. Acceptance

By registering on, accessing, browsing, downloading or using the NPS Platform for any general purpose or for the specific purpose of availing any NPS Service, You agree to be bound by the single-sign-on User ID (hereinafter ID) terms and conditions set forth below as well as by the service-specific terms and conditions applicable to each NPSService (hereinafter collectively, the T&Cs). These T&Cs shall also include any additional or modified terms and conditions in relation to the User ID or any additional or modified service-specific terms and conditions in relation to any NPS Service or any future service that may be offered by NPS on the NPS Platform. By registering on, accessing, browsing, downloading or using (as applicable) the NPS Platform or availing any NPS Service or the User ID, You automatically and immediately agree to all the T&Cs. If at any time You do not accept or agree with any of the T&Cs or do not wish to be bound by the T&Cs, You may not access, browse or use the NPS Platform and immediately terminate Your availing of the NPS Services. Accepting or agreeing to the T&Cs will constitute a legal contract (hereinafter Agreement) between You, being at least 18 years of age and an individual user of the NPS Platform or a customer or beneficiary of the NPS Services, and NPS. All services are rendered by NPS through the NPS Platform under the brand name "NPS" (or any derivatives or variations thereof). Consequently, all the rights, benefits, liabilities and obligations under the T&Cs shall, as the case may be, accrue to the benefit of, or incurred by, NPS, regarding Your use of NPS's digital services, the marketplace service or any such other services which may be added on the NPS Platform and which will henceforth be a NPSService, from time to time. The NPS Services shall be used by You subject to Your adherence with the T&Cs. As long as You accept and comply with these T&Cs, NPS grants You a personal, non-exclusive, non-transferable, limited, revocable privilege to enter and use the NPS Platform and/or avail the NPS Services.

2. Eligibility

The NPS Services are not available to anyone previously suspended or removed by NPS from availing the NPS Services or accessing the NPS Platform. By accepting the T&Cs or by otherwise using the NPS Services on the NPS Platform, You represent that you have not been previously suspended or removed by NPS, or disqualified for any other reason, from availing the NPS Services or using the NPS Platform. In addition, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by all the T&Cs as part of this Agreement. Finally, You shall not impersonate any person or entity, or falsely state or otherwise misrepresent Your identity, age or affiliation with any person or entity. Finally, in the event of any violation of the T&Cs, NPS reserves the right to suspend or permanently prevent You from availing NPS Services or using the NPS Platform.

3. Other Terms and Conditions

Additional terms and conditions may apply in order for You to avail specific NPS Services and to specific portions or features of the NPS Platform, including contests, promotions or other similar features, all of which terms are made a part of these T&Cs by this reference. You agree to abide by such other terms and conditions, including where applicable representing that You are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these T&Cs and the terms posted for or applicable to a specific portion of the NPS Platform or for any NPS Service offered on or through the NPS Platform, the latter term shall control with respect to Your use of that portion of the NPS Platform or the specific NPSService. NPS may make changes to any NPS Services offered on the NPS Platform, or to the applicable terms for any such NPS Services, at any time, without notice. The materials on the NPS Platform with respect to the NPS Services may be out of date, and NPS makes no commitment to update the materials on the NPS Platform with respect to such NPS Services. The following terms also govern and apply to Your use of the NPS Platform.

4. NPS Payment Service, Participating Platforms

NPS Payment service offers free and paid services to students. After successfully registering for the NPS Payment Service, the user can log-in via each Participating Platform with his NPS App access credentials. Moreover, if already logged in to

one of the Participating Platforms, the user can immediately use all other Participating Platforms without additional log-in procedures (subject to the respective Participating Platform requiring further declarations). The Participating Platforms that offer the UserID as a login feature, are visible on registration and in the user account. The number of Participating Platforms may also vary in the course of time. With regard to the contractual relationships of the users with the respective Participating Platforms, for the purposes of which NPS Payment service is or can be used in accordance with these T&Cs, these can alternatively have their own commercial and user terms and conditions. These business or user terms and conditions are available on the respective Participating Platforms. For the respective contents of the Participating Platforms, the respective affiliate of NPS solely responsible only for those content that it actually operates. For the NPS Payment service, these T&Cs apply exclusively, whereas for the use of the Participating Platforms, their business and user terms and conditions apply along with these T&Cs. The NPS User ID shall be owned and operated by NPS for use on all Participating Platforms. For the use of NPS UserID service, the user must register. Registration as a user is only allowed if the user meets the eligibility criteria as set out in these T&Cs. Each user can set up only one user account. The user is obliged to provide correct and complete information during the registration and use of the UserID service. The login data is intended solely for personal use by the user and therefore always to be kept secret and safe. The user is not entitled to share his login details with third parties to use the UserID service or to disclose them otherwise. The user is obliged to inform NPS immediately on becoming aware of and/or suspecting a case of any unauthorized use, disclosure and/or misuse of their access data or of their user account. Furthermore, the user is obliged not to use the user account of another person. Submission of the duly completed registration form by the user simply provides invitation to us to make an offer to enter into the agreement on the use of our UserID service (hereinafter the UserID Agreement). Our offer for the conclusion of the UserID

Agreement is then effected by the fact that NPS sends the user a confirmation by e mail, in which a confirmation link is included next to the user name and the password for the UserID Service. By the user clicking on this confirmation link, the user accepts NPS' offer, so that in this way the UserID Agreement enters into force. Conclusion of the UserID Agreement may, also be effected through other communication modes and following such processes which help achieve the same purpose as the aforementioned e-mail confirmation process. NPS is entitled to reject individual users without giving reasons. The user guarantees that the data submitted for their user account (and any other information that is otherwise left for NPS) are in all respects complete, true, accurate and not misleading. Any changes to user's data should be promptly updated correctly in its account.

5. Communication Policy By accepting the T&Cs, You accept the following:

NPS may send alerts to the mobile phone number provided by You while registering with the NPS Platform for the User ID service or on any updated mobile number subsequently provided by You on the NPS Platform, or via e-mail or push notifications. The alerts will be received in case of SMS, only if the mobile phone is in 'On' mode to receive the SMS, in case of e-mail, only if the e-mail servers and e-mail ids are functional, and in case of push notifications, if the user has enabled the receipt of such notifications. If the mobile phone is in 'Off' mode or if the e-mail servers or ids are not functional or if the push-notifications feature has been turned off, then You may not get the alert at all or get delayed messages.

NPS will make best efforts to provide alerts via SMS/e-mail/push notifications and it shall be deemed that You shall have received the information sent from NPS as an alert on the mobile phone number or e-mail id provided during the course of, or in relation to, using the NPS Platform or availing any NPS Services. NPS shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert. You cannot hold NPS liable for non-availability of the SMS/email alert/push notifications service in any manner whatsoever.

You authorize NPS to contact You and communicate with You for any NPS Service or Offer(s). NPS may use third party service providers to send alerts or communicate with You. You authorize NPS and NPS Entities to override the DND settings to reach out to You over calls, SMS, emails and any other mode of communication

The SMS/e-mail alert/push notification service provided by NPS is an additional facility provided for Your convenience and that it may be susceptible to error, omission and/or inaccuracy. In the event that You observe any error in the information provided in the alert, NPS shall be immediately informed about the same by You and NPS will make best possible efforts to rectify the error as early as possible. You shall not hold NPS liable for any loss, damages, claim, expense including legal cost that may be incurred/suffered by You on account of the SMS/e-mail alert/push notification facility

The clarity, readability, accuracy and promptness of providing the SMS/e-mail alert/push notification service depend on many factors including the infrastructure and connectivity of the service provider. NPS shall not be responsible for any non delivery, delayed delivery or distortion of the alert in any way whatsoever

You will indemnify and hold harmless NPS and the SMS / e-mail service provider including its officials from any damages, claims, demands, proceedings, losses, costs, charges and expenses whatsoever including legal charges and attorney's fees which NPS or the SMS / e-mail service provider may at any time incur, sustain, suffer or be subjected to as a consequence of, or arising out of, any of the following: (i) misuse by You or improper or fraudulent information provided by You; (ii) incorrect number or a number that belongs to an

unrelated third party provided by You; and / or (iii) the customer receiving any message relating to the reservation number, travel itinerary information, booking confirmation, modification to a ticket, cancellation of ticket, change in bus schedule, delay, and / or rescheduling from NPS and / or the SMS/e-mail service provider.

You understand that except for information, products or services clearly indicated as being supplied by NPS, we do not operate, control, or endorse any information, products or services on the Internet in anyway. You also understand that NPS cannot and does not guarantee or warrant that files available for download through the NPS Platform will be free of viruses, worms or other code that may be damaging. You are responsible for implementing procedures to satisfy Your particular requirements of Internet security and for accuracy of data input and output. Prohibited Conduct

7. By accessing or using the NPS Platform or by availing NPSServices, You agree not to: Violate the T&Cs

Impersonate any person or entity, falsely claim or otherwise misrepresent Your affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the NPSServices, perform any other similar fraudulent activity or otherwise avail NPSServices with what we reasonably believe to be potentially fraudulent funds;

Infringe our or any third party's intellectual property rights, rights of publicity or privacy;

Post or transmit any message which is libellous, defamatory or which discloses private or personal matters concerning any person;

Post or transmit any message, data, image or program which is pornographic, vulgar or offensive in nature;

Refuse to cooperate in an investigation or provide confirmation of Your identity or any other information provided by You to NPS;

Remove, circumvent, disable, damage or otherwise interfere with security-related features of the NPSServices and the NPS Platform or features that enforce limitations on the use of the NPSServices or the NPS Platform;

Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of as regards NPSServices or NPS Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law;

Use the NPSServices or the NPS Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation, using the NPSServices or the NPS Platform in an automated manner;

Modify, adapt, translate or create derivative works based upon the NPSServices and the NPS Platform or any part thereof, except and only to the extent that this is permissible by applicable law;

intentionally interfere with or damage operation of the NPSServices or the NPS Platform or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file with contaminating or destructive features;

Use any robot, spider, other automatic device, or manual process to monitor or copy the NPS Platform without prior written permission;

Interfere or disrupt the NPS Platform or networks connected to the NPS Platform;

Take any action that imposes an unreasonably or disproportionately large load on NPS's infrastructure/network;

Use any device, software or routine to bypass the NPS Platform's robot exclusion headers, or interfere or attempt to interfere, with the NPSServices;

Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the NPS Platform or to manipulate Your presence on the NPS Platform;

Sell the NPSServices, information, or software associated with or derived from it;

Use the facilities and capabilities of the NPS Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;

Breach this Agreement, the User ID Agreement or any other agreement or policy as may be applicable pursuant to the T&Cs;

Provide false, inaccurate or misleading information;

Use the NPSPPlatform to collect or obtain personal information, including without limitation, financial information, about other users of the NPSPPlatform, except and only as expressly provided in the T&Cs;

Avail NPSServices with what NPSreasonably believes to be potentially fraudulent funds;

Use the NPSServices in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to NPS, a third party or You;

Use the NPSServices in a manner that NPSor any payment card network reasonably believe to be an abuse of the payment card system or a violation of payment card network rules;

Termination; Agreement Violations

You agree that NPS, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate Your account (or any part thereof) or Your use of the NPSServices / NPSPPlatform and remove and discard on the NPSPPlatform all or any part of Your account, Your user profile, or Your recipient profile, including Your UserID, at any time. NPSmay also in its sole discretion and at any time discontinue providing access to the NPSServices, or any part thereof, with or without notice. You agree that any termination of Your access to the NPSServices / NPSPPlatform or any account You may have or portion thereof may be effected without prior notice, and You agree that NPSwill not be liable to You or any third party for any such termination or interruption. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies NPSmay have at law or in equity. Upon termination for any reason, You agree to immediately stop using the NPSServices / NPSPPlatform.

Limitation of Liability and Damages

In no event, NPSor its contractors, agents, licensors, partners or suppliers will be liable to You for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to: (i) this Agreement; (ii) the User ID Agreement; (iii) the NPSServices, the NPSPPlatform or any reference site / app / platform / service; or (iv) Your use or inability to use the NPSServices, the NPSPPlatform (including any and all materials) or any reference sites / app / platform / service, even if NPSor a NPSauthorized representative has been advised of the possibility of such damages. In no event, NPS, directors, employees, agents will be liable to You for any damages, liabilities, losses, and causes of action arising out of or relating to: (i) this Agreement; (ii) the User ID Agreement; (iii) the NPSServices, the NPSPPlatform or any reference site / app / platform / service; or (iv) Your use or inability to use the NPSServices, the NPSPPlatform (including any and all materials) or any reference sites / app / platform / service; or (v) any other interactions with NPS, however caused and whether arising in contract, tort including negligence, warranty or otherwise, beyond or in excess of the amount paid by You, if any, for using the portion of the NPSService or the NPSPPlatform giving rise to the cause of action. You acknowledge and agree that NPShas offered its products and services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between You and NPS, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between You and NPS. NPSwould not be able to provide the services to You on an economically reasonable basis without these limitations. Applicable law may not completely allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitations or exclusions will apply to You subject to applicable law. In such cases, NPS's liability will be limited to the fullest extent permitted by applicable law. This paragraph shall survive the termination of this Agreement.

Indemnification

You agree to indemnify, save, and hold NPS, its affiliates, employees, officers, directors and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to: (i) Your use or misuse of the NPSServices or of the NPSPPlatform; (ii) any violation by You of this Agreement or the User ID Agreement; or (iii) any breach of the representations, warranties, and covenants made by You herein. NPSreserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify NPS, including rights to settle, and You agree to cooperate with NPS's defense and settlement of these claims. NPSwill use reasonable efforts to notify You of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive termination of this Agreement.

Ownership; Proprietary Rights

The NPS Services and the NPS Platform are owned and operated by NPS. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, software, services, and all other elements of the NPSServices and the NPSPlatform provided by NPS(hereafter Materials) are protected by Indian copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between You and NPS, all Materials, trademarks, service marks, and trade names contained on the NPSPlatform are the property of NPS. You agree not to remove, obscure, or alter NPS or any third party's copyright, patent, trademark, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the NPSServices / NPSPlatform. Except as expressly authorized by NPS, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. NPS reserves all rights not expressly granted in this Agreement. If You have comments regarding the NPSServices and / or the NPSPlatform or ideas on how to improve it, please contact customer service. Please note that by doing so, You hereby irrevocably assign to NPS, and shall assign to NPS, all rights, title and interests in and to all ideas and suggestions and any and all worldwide intellectual property rights associated therewith. You agree to perform such acts and execute such documents as may be reasonably necessary to perfect the foregoing rights.

Modification of this Agreement

NPS reserves the right to change, modify, add, or remove portions of this Agreement (each, a change and collectively, changes) at any time by posting notification on the NPSPlatform or otherwise communicating the notification to You. The changes will become effective, and shall be deemed accepted by You, 24 hours after the initial posting and shall apply immediately on a going-forward basis with respect to Your use of the NPSPlatform, availing the NPSServices or for payment transactions initiated after the posting date. If You do not agree with any such change, Your sole and exclusive remedy is to terminate Your use of the NPS Services / NPS Platform. For certain changes, NPS may be required under applicable law to give You advance notice, and NPS will comply with such requirements. Your continued use of the NPSPlatform following the posting of changes will mean that You accept and agree to the changes.

Notice

NPS may provide You with notices and communications by e-mail, SMS, push notifications, regular mail or postings on the NPSPlatform or by any other reasonable means. Except as otherwise set forth herein, notice to NPS must be sent by courier or registered mail to NPS Official Mail ID
Waiver

The failure of NPS to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by NPS.

Dispute Resolution

If any dispute, controversy or claim arises under this Agreement or in relation to any NPSService or the NPSPlatform, including any question regarding the existence, validity or termination of this Agreement or T&Cs (hereinafter Dispute), the parties shall use all reasonable endeavours to resolve such Dispute amicably. If the parties are unable to resolve the Dispute amicably within 30 days of the notice of such Dispute, NPS may elect to resolve any Dispute by a binding arbitration in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 (hereinafter Act). Such Dispute shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The Dispute shall be resolved by a sole arbitrator, appointed in accordance with the Act. The seat of the arbitration shall be Bangalore and the language of this arbitration shall be English. Either You or NPS may seek any interim or preliminary relief from a court of competent jurisdiction in Bangalore necessary to protect the rights or the property belonging to You or NPS (or any of our agents, suppliers, and subcontractors), pending the completion of arbitration. Any arbitration shall be confidential, and neither You nor NPS may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcing the arbitration award. All administrative fees and expenses of arbitration will be divided equally between You and NPS. In all arbitrations, each party will bear the expense of its own lawyers and preparation. This paragraph shall survive termination of this Agreement.

Governing Law and Forum for Disputes

Subject to the Dispute Resolution section above, You agree that any claim or dispute You may have against NPS must be resolved by a court having jurisdiction in Bangalore, India. You agree to submit to the personal jurisdiction of the courts located within Bangalore,

India, for the purpose of litigating all such claims or disputes. This Agreement shall be governed by Indian law. This paragraph shall survive termination of this Agreement

Severability

If any provision of this Agreement is held to be unlawful, void, invalid or otherwise unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent required, and the remaining provisions will remain valid and enforceable.

Survival

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

Headings

The heading references herein are for convenience purposes only and they do not constitute a part of these T&Cs and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement

This Agreement is the entire agreement between You and NPS relating to the subject matter hereof and this Agreement will not be modified except by a change to this Agreement made by NPS in accordance with the terms of this Agreement.