

## **Tide Membership Terms and Conditions**

### **(“Tide Membership Terms”)**

These Tide Membership Terms constitute an electronic record under applicable law, including the Information Technology Act, 2000 (as amended from time to time). This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read these Tide Membership Terms carefully before registering, accessing, or using the Tide Platform and Tide Services (*defined below*). Tide Membership Terms are a legal contract between you and Tide Platform Private Limited (“**Tide**”). You agree and acknowledge that you have read these Tide Membership Terms. If you do not agree to these Tide Membership Terms or do not wish to be bound by them, you must not use the Tide Platform and Tide Services.

**By clicking the Proceed/Submit/Continue button during your sign-up cum registration process, you’re accepting these Tide Membership Terms.**

#### **1 WHO ARE WE?**

Welcome to Tide Membership, provided to you by Tide. Tide is not a bank in India, but a business financial platform. We believe that a platform approach is the future of business and admin needs, allowing us to offer both financial and administrative services to small and medium sized businesses saving them time (and money) to allow them to focus on what they love: running their businesses.

Tide has its registered office at: *3rd Floor, Videocon Tower, Jhandewalan Extension, New Delhi - 110005.*

Under these Tide Membership Terms:

- 1.1 **“We”, “Us”, “Our”** - shall refer to Tide and/or Tide Entities.
- 1.2 **“You/you”, “Yours”, “Yourself”**, - refers to an individual or body corporate, registered user or account holder of Tide Platform, including but not limited to Tide Members or administrator of Tide Business Account (defined below).
- 1.3 **“Tide Entities”** - shall mean group, affiliates, and associated companies of Tide.
- 1.4 **“Tide Platform”** - refers to the mobile application(s) hosted by Tide (“**Tide App**”) and online platform owned/operated and managed by Tide or Tide Entities including but not limited to any URLs/links, notifications, chatbot, or any other communication medium used by Tide to provide Tide Services to you, where it acts as an intermediary as per the applicable information technology laws in India.

- 1.5 **“Tide Services”** - shall include all services offered or extended or delivered or facilitated by Tide either itself or in partnership with its Business Partners, which is further explained under Section 2 of these Tide Membership Terms.
- 1.6 **“Service Providers”** – shall refer to any individual or a group of individuals defined under law whose services are used by Tide or Tide Entities to provide the intended Tide Services to you through Tide Platform.
- 1.7 **“Business Partners”** – shall refer to any individual or a group of individuals defined under law with whom Tide or Tide Entities have a contractual relationship for delivery of Tide Services.
- 1.8 **“Tide Membership Terms and Conditions”** or **“Tide Membership Terms”**- are interchangeably used and shall have the same meaning.
- 1.9 **“Tide Member”** - By accepting these Tide Membership Terms together with Tide Policies, you become a Tide member. As a registered Tide member, you will be treated as a customer of Tide and will be entitled to access Tide Services.
- 1.10 **“Tide Business Account”** – shall refer to an account-based relationship, which is opened by Tide for a Tide Member upon successful completion and clearance of the sign-up cum registration process, eligibility checks, and other Tide due diligence checks as per Tide processes and procedures. Tide Business Account will include access to the full spectrum of Tide Services and associated benefits/features delivered to you.

## 2 WHAT IS TIDE MEMBERSHIP AND TIDE BUSINESS ACCOUNT?

Tide Membership gives you access to certain services and features through the Tide Platform, the use of which is governed by these Tide Membership Terms. In order to use the full spectrum of Tide Services, you need to undertake the sign-up cum registration process on the Tide Platform, provide us with accurate and complete information about you and your business, and clear all eligibility checks of Tide and/or its Business Partners. Once you clear the registration process and are found to be eligible, you are entitled to a Tide Business Account. In addition, we may grant you access to a variety of business, financial, administrative and other services (the **“Additional Products and Services”**), which will be subject to: (a) your acceptance of the terms which govern the use of Additional Products and Services (the **“Additional Product and Service Terms”**); and (b) you meeting the requisite eligibility criteria/terms (as set out by Tide and/or its Business Partners).

You are also required to keep all details related to your Tide Business Account (including but not limited to KYC details, business information and contact information submitted to Tide Platform) complete and updated at all times. If you suspect that there is incorrect information provided by you to us, you should inform us about this promptly in writing. You can also correct your information submitted to Tide by writing to us at [indiasupport@tide.co](mailto:indiasupport@tide.co) and we will support you on the same. We will correct the incorrect information or update the information in our records as soon as possible.

## 3 HOW MUCH DOES IT COST TO USE THE TIDE BUSINESS ACCOUNT?

Access to Tide Membership and Tide Business Account is free. Where an additional fee applies to the use of any Tide Membership features or Additional Products and Services, you will be notified of such applicable fees. By clicking ‘Proceed’ / ‘Submit’ / ‘Continue’ or any other similar button/tab on the Tide Platform, you shall be deemed to have explicitly consented to the fees displayed on the said page.

#### **4 WHO IS ELIGIBLE FOR THE TIDE BUSINESS ACCOUNT?**

To be eligible for Tide Business Account, you must be a small or medium sized business in India and meet our eligibility criteria. You can open a Tide Business Account subject to eligibility checks of Tide and/or its Business Partners.

Tide will use its sole discretion based on its own risk assessment (which may change from time to time) to conduct due diligence checks on you and when deciding whether to allow a prospective Tide Member to open a Tide Business Account. In the event you failed to complete and clear the registration process successfully, you can write us at [indiasupport@tide.co](mailto:indiasupport@tide.co) to know more about it. You must inform us immediately if any of the events described in our eligibility criteria occur to you or if you commence business activity falling outside our eligibility criteria.

We will treat the individual responsible for registration of Tide Membership and opening of Tide Business Account as the authorised administrator (“**administrator**”) of your Tide Business Account. You undertake and confirm to Tide that the administrator will be able to provide instructions in relation to Tide Services, your Tide Membership, and features/benefits associated with the Tide Business Account. Further, you also confirm that Tide is entitled to treat the administrator as fully authorised to enter these Tide Membership Terms and access and provide instructions through your Tide Business Account. You understand and agree that Tide at its sole discretion, may or may not verify the administrator’s authority to act on behalf of the business the administrator represents. We will only take instructions in relation to your Tide Membership and Tide Business Account from the administrator.

#### **5 CAN YOU USE YOUR TIDE MEMBERSHIP AND TIDE BUSINESS ACCOUNT FOR MORE THAN ONE BUSINESS YOU OPERATE?**

You may only have one Tide Membership and Tide Business Account per business. You may not share Tide Business Account between several businesses. For example, if you operate several companies or different businesses, you will need to open a separate Tide Membership and Tide Business Account for each of the businesses you operate.

#### **6 HOW WILL TIDE CONTACT YOU?**

Tide will communicate with you on the contact information that you may have provided to us during the registration process on Tide Platform. You authorise us to contact you and communicate with you. We may use third party Service Providers to send alerts or communicate with you. Tide, or its Service Providers may communicate with you through voice calls, text messages, emails, push or email notifications, WhatsApp or via any other progressive technology or mode of communication. The communication may relate to (a) Tide Services, (b) promotional offers, (c) service or transaction related messages or emails (d) any other information that Tide or its Business Partners may want to share with you. You agree and consent to electronic receipt of all notices and communications that we provide. You can contact us using in-app chat or by email at [indiasupport@tide.co](mailto:indiasupport@tide.co).

You may opt out of receiving promotional offers by writing to us at [indiasupport@tide.co](mailto:indiasupport@tide.co). But even if you opt out of receiving promotional offers from us, we will still send a transactional or service communication related to Tide Services you have availed, in accordance with applicable TRAI laws. It is important you make sure your contact details are always up to date.

In case you have any questions about Tide, these Tide Membership Terms or the Tide Services or features available through Tide Business Account, please get in touch with our dedicated Member Support Team at [indiasupport@tide.co](mailto:indiasupport@tide.co) or contact us via the Tide App.

## **7 ARE THERE ANY OTHER DOCUMENTS YOU NEED TO READ?**

Along with these Tide Membership Terms, you should read any applicable Additional Product and Service Terms, our [Privacy Policy](#), [Acceptable Use Policy](#) and any [FAQs](#) we publish from time to time. In particular, the [Acceptable Use Policy](#) and [Privacy Policy](#) ("Tide Policies") form part of these Tide Membership Terms along with the applicable Additional Product and Service Terms.

## **8 DOES TIDE CONDUCT ANY CHECKS AS PART OF THE TIDE MEMBERSHIP AND TIDE BUSINESS ACCOUNT OPENING PROCESS?**

You give Tide and its Service Providers permission to obtain, verify, and record information that identifies and authenticates you or your business, as per the information submitted on Tide Platform. You agree to cooperate with all requests by Tide to identify you and to promptly provide us with the information and documentation we request in this regard. You give Tide permission to verify and record any information against third party databases. From time to time, we may also request additional information or documentation from you after your Tide Business Account is enabled. You agree to provide such information or documents promptly.

We reserve the right to close, discontinue, suspend, or limit your access to Tide Services and Tide Business Account, whether in whole or in part, if you do not pass Tide's internal due diligence checks, or fail to provide us with the information or documents we request, or if we are unable to obtain or verify such information.

## **9 KEEPING YOUR LOGIN AND TIDE BUSINESS ACCOUNT INFORMATION SAFE**

You must take all reasonable steps to keep the personalised security credentials/personal identification number (PIN) for accessing your Tide Platform and Tide Business Account safe and confidential. You understand and agree that you or the administrator of your Tide Business Account, will be solely responsible for protecting your PIN. You shall remain fully and wholly liable for any unauthorised use of your mobile/laptop/email resulting in any unauthorized access to the Tide Platform and also all transactions on your mobile/email on the Tide Platform. You must obtain, maintain and keep secure any equipment and ancillary services necessary to connect to, access, or otherwise utilise Tide Services via Tide Platform.

You shall take all precautions as may be feasible or as may be directed by Tide to make sure that there is no breach of security. It helps maintain the integrity of the link between our systems, and the Tide Platform, our Business Partners, and our Service Providers at all times.

You must notify us without delay on becoming aware of the loss, theft, misappropriation, or unauthorised access to or use of your personalised security credentials by contacting us through the in-app chat (as available) or by emailing us at [indiasupport@tide.co.](mailto:indiasupport@tide.co.), to block your Tide Business Account.

## **10 CHANGES/UPDATES TO THE TIDE MEMBERSHIP TERMS**

We may amend these Tide Membership Terms at any time by posting an updated version on the Tide Platform (including Tide App). The updated version of these terms shall supersede the previous version of the terms and take effect immediately upon posting. You have the right to opt-out of agreeing to these updated versions or any future updated version of the Tide Membership Terms, by ceasing to use the Tide Platform. However, your continued use of the Tide Services after the launch of any updated version of Tide Membership Terms would mean deemed acceptance of such updated terms including any modification thereof. We recommend you keep checking the Tide Membership Terms often to be familiar with any updates and changes.

## **11 SUSPENSION AND/OR TERMINATION**

### **a) Suspension**

If we believe that you have violated these Tide Membership Terms, applicable Additional Product and Services Terms, our Policies or any agreements consented to via the Tide Platform, we reserve the right to suspend or restrict your access to Tide Business Account, (resulting in suspension or limiting your access to Additional Products and Services), or block your ability to use any particular feature of Tide Business Account or Additional Products and Services, with or without prior notice, pending resolution of our concern. In this regard, we may suspend your access to Tide Platform and Tide Services, with or without a notice. You may reach out to the Tide Member Support team to assist you with any query or question arising as a result of the aforementioned suspension.

### **b) Termination**

You may terminate your use of Tide Business Account, Tide Services and these Tide Membership Terms by contacting our Member Support Team through the in-app chat or email at [indiasupport@tide.co](mailto:indiasupport@tide.co).

We may terminate the Tide Membership Terms by giving you at least five (5) days ' prior written notice. We may immediately terminate these Tide Membership Terms and your Tide Business Account where:

- you have been suspended for a period of ninety (90) days as per terms of Section 11(a) above and you have failed to remediate the cause for suspension;
- you seriously or repeatedly breach these Tide Membership Terms, Tide Policies and applicable Additional Product and Service Terms;
- there is a suspicion of untoward or illegal activity, fraud whether suspected or otherwise.
- we reasonably think that you might put us in breach of law or regulation;
- we discover that any of the information you've provided is false or misleading;
- you stop meeting our eligibility criteria;
- you have infringed on Tide's or any third party's intellectual property;
- you are subject to a bankruptcy, insolvency, winding up or other similar event;
- any of our Business Partners have blacklisted you and a communication from them is received by Tide in this regard;
- your use of the Tide Platform and Tide Services adversely affects the interests of Tide or its Business Partners.

When you or Tide terminate these Tide Membership Terms, this will result in automatic termination of any Additional Product and Service Terms you may have accepted, unless we inform you otherwise. Such termination will be effective on the same date as the termination of these Tide Membership Terms (and closure of your Tide Business Account).

## **12 HOW DO WE COLLECT AND PROTECT YOUR DATA**

We will collect, process, store and transfer your personal information in accordance with applicable Indian laws and regulations and our [Privacy Policy](#). For further information about how we may process your data and personal information please go through our [Privacy Policy](#). The Privacy Policy may be updated and/or modified from time to time. You must check the Privacy Policy regularly and stay informed about any updates to it.

If you no longer want us to use your information, at any instance of you withdrawing your explicit consent to use Tide Services and Tide Business Account, we may need to terminate your access to Tide Membership, Tide Business Account and Additional Products and Services. However, we may still use your data or information where we have lawful grounds to do so. For example, if we need to retain your records for legal, statutory or regulatory purposes.

### 13 WHAT OTHER IMPORTANT LEGAL PROVISIONS DO YOU NEED TO KNOW?

a) **No warranty:** Tide Membership, its features or Additional Products and Services are provided on an “as is”, “as available” basis and without any representation or warranty, whether express, implied or statutory. In particular:

- Tide does not warrant that access to Tide Membership or Tide Business Account or Additional Products and Services will be uninterrupted or error free;
- Tide shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect access to Tide Business Account or the Additional Products and Services;
- Tide does not guarantee it will correct any errors in Tide Business Account, Additional Products and Services, API, materials, documentation, or data;
- Tide does not warrant that the information made available through the Tide Services is accurate, complete or current. Any reliance on such information is at your sole risk; and
- Tide does not guarantee the services are free of viruses or other harmful code.

b) **Your obligations:** For Tide to continue providing you with access to Tide Platform, Tide Business Account, Tide Services and Additional Products and Services, we need you to comply with certain additional requirements. These may include requirements set out by governments, regulators, our Business Partners, our Service Providers and/or other third parties. You must comply with all applicable laws, rules, and regulations. You must not use the Tide Platform or Tide Business Account or Tide Services to host, display, upload, modify, publish, transmit, store or share any information that:

- relates to or encourages any activity prohibited by law in India like money laundering or gambling;
- relates to or is in furtherance of supply or sale of goods or services, the supply or sale of which is prohibited under applicable law;
- knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
- impersonates another person;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order. Or causes incitement to the commission of any offence or prevents investigation of any offence or insults other nations; or
- is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

You are obliged to follow instructions that Tide provides to you with respect to Tide Services (including your Tide Business Account) and the Additional Products and Services, whether such instructions are provided via Tide Platform, email communication, SMS or otherwise.

You are responsible for reviewing any communications, statements, information, documents or other such materials posted on Tide Platform by Tide (or otherwise made available to you by Tide) for your review, and you must notify Tide of any inaccuracies in any such materials as soon as possible, or within the time period specified in communications received from Tide.

You remain solely responsible for the content you generate or transmit using the Tide Platform or Tide Services. Accordingly, you also remain responsible for the accuracy of such content, compliance of such content with applicable law and for any errors or omissions in it. For example, if you use Tide Services to generate invoices, it is your responsibility to ensure that the invoices are complete and accurate in all respects, and adhere to the requirements under applicable law (including the rates of applicable tax and the amount of tax charged). You remain solely responsible for any liability incurred due to any errors or omissions in the content generated or transmitted by you, including any liability under applicable taxation laws.

Please note that it is a condition of these Tide Membership Terms, and you also represent and warrant to Tide, that:

- you are a business or a self-employed professional operating in India;
- you have the requisite power, authority and capacity to enter into and comply with these Tide Membership Terms;
- the information you provide us in order to enable us to satisfy our internal checks, verification process and anti-money laundering procedures in respect of you is complete, accurate and not misleading. You will notify us of any changes to the information provided; and
- your business has and will be operated in a way that is compliant with all relevant legislation, regulations, codes of conduct or regulatory guidance or directions.

A breach of your obligations in this section will be considered a serious breach of these Tide Membership Terms and in the event of such breach, Tide at its sole discretion may decide to stop, terminate or limit your access to Tide Platform or Tide Services.

c) **Liabilities** : To the extent permitted by applicable law, Tide is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from your use of Tide Platform, Tide Business Account, Tide Services or Additional Products and Services. In particular, Tide shall not be liable for damages or loss resulting directly or indirectly from:

- persons acting under your authorisation (i.e. as an administrator to your account) in accordance with these Tide Membership Terms and the limitations imposed upon them as a Tide Member;
- your use of third party services, not associated with Tide;
- your inability to use the services for whatever reason;
- delays or disruptions in the services;



- viruses or other malicious software obtained by accessing the Tide Platform or any associated site or service;
- glitches, bugs, errors, or inaccuracies of any kind in the services;
- the content, actions, or inactions of third parties;
- the content generated or transmitted by you using the Tide Platform or Tide Services;
- your failure to adhere to applicable law, including applicable taxation laws;
- a suspension or other action taken with respect to your access to Tide Platform;
- your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Tide Membership Terms or Tide's policies; and
- illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

You will not hold Tide liable in case of any fraudulent, unauthorized or erroneous use of your Tide Business Account. Nothing in these Tide Membership Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

To the extent permitted by applicable law, Tide is not liable for a delay or failure to perform our obligations under these Tide Membership Terms (including delay in execution of your transactions undertaken via Tide Platform) caused by reasons or events beyond our reasonable control, including any action or inaction by you or any third party, any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, epidemic, pandemic, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or system, bank delay, Business Partner delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of God or any abnormal or unforeseeable circumstances.

In no event shall the total cumulative liability of Tide and Tide Entities for any damages, losses and causes of action (whether arising under contract or otherwise), arising from or relating to your use of the Tide Platform and Tide Services or arising from these Tide Membership Terms exceed INR Ten Thousand (INR 10,000).

- d) **Indemnities:** You agree to defend, indemnify and hold harmless Tide, Tide Entities, their officers, owners, directors, employees and agents, Business Partners, Service Providers, consultants, contractors and other applicable third parties (collectively "**Indemnified Parties**") from and against any and all claims, demands, damages, obligations, losses, liabilities, cause of action, costs or debt, and expenses (including any legal fees) arising from:
- your use of and access to the Tide Platform, Tide Business Account and Tide Services;

- your violation / breach of any of these Tide Membership Terms, Additional Product and Service Terms and Tide Policies;
- your violation of any third party right, including any intellectual property right or privacy right; or
- your failure to comply with applicable laws, including tax laws and cyber security laws.

e) **Intellectual Property:** Tide Platform, Tide Services and all intellectual property rights contained therein, including but not limited to any content, are either owned by or licenced to us. ‘Intellectual property rights’ mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents, technology software and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world).

Our intellectual property includes all logos related to Tide Membership and Additional Products and Services. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress. You shall not copy, imitate or use our intellectual property rights without prior written consent.

We and our Business Partners/Service Providers reserve all rights in any intellectual property in connection with the access and use of Tide Platform and Tide Services. We grant you a non-exclusive, non-transferable and a limited licence to use and access Tide Platform, Tide Business Account, and Tide Services during the term of these Tide Membership Terms. This licence does not include any downloading or copying of any kind of information for the benefit of another individual, vendor or any other third party or to create a derivative work from, modify, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Tide Services. Any unauthorized use by you shall terminate the permission or license granted to you.

Nothing in these Tide Membership Terms grants you any legal rights in Tide Membership and/or the Tide Platform, other than as set out in these Tide Membership Terms. You agree not to adjust or try to circumvent or delete any notices contained on Tide Platform (including any intellectual property notices) and in any digital rights or other security embedded or contained within Tide Platform.

Any feedback, user reviews, comments, and suggestions you may provide for improvements to Tide Services, its features or Additional Products and Services (“**Feedback**”), whether provided directly to Tide or on third party user review websites, is given entirely voluntarily and Tide will be free to use, moderate, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, (whether in whole or in part) entirely without obligation or restriction of any kind. Feedback includes, without limitation, feedback you provide to Tide in response to any surveys Tide conducts, through any available technology, about your experience. We shall not be liable to pay you any royalty for re-publishing any Feedback across the Tide Platform or any of Tide’s marketing materials.

- f) **Third-Party Services, Websites and Resources:** Through Tide Membership, you will be able to elect to receive services from third parties introduced by Tide (a “**Third Party**” and each such service a “**Third-Party Service**”). Tide makes no representation or recommendation as to and accepts no responsibility for Third-Party Services or any material, information, or results made available through Third-Party Services and it shall be your responsibility to assess your election to receive a Third-Party Service, including acceptance of their terms and conditions if required.

If you elect to receive a Third-Party Service, you authorise Tide to submit to the applicable Third Party any and all documents and information about you and your business that are necessary for that Third Party to provide the Third-Party Service to you, including, without limitation, your personal information (including SPDI) and any additional information requested by the Third Party and that you have provided to Tide in connection with these Tide Membership Terms and your receipt of the Third Party Services.

You represent and warrant that Tide’s use or disclosure of such information will not violate any rights of privacy or other proprietary rights as such disclosure shall be made as per your authorization given to Tide under these terms, and that you have waived and released any legal claim against Tide and Tide Entities (including its directors, officers, agents, representatives and employees) arising out of a Third Party’s use of your information.

Tide Platform may contain links to third-party websites or resources. Tide provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. You acknowledge your sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

#### **14 GRIEVANCES/COMPLAINTS**

If You would like to log a complaint with us, please email us at [indiasupport@tide.co](mailto:indiasupport@tide.co). We have appointed a Grievance Officer under the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and other applicable laws. Details of the said officer are as set out below:

Name: Dicky Singh

Designation: Grievance Redressal Officer and Nodal Officer

Email: [grievanceindia@tide.co](mailto:grievanceindia@tide.co)

Address: Grievance Officer, Tide Platform Private Limited

Following the procedure adopted for redressal of grievances, Grievance Redressal officer shall acknowledge all grievances within twenty-four (24) working hours of receipt and shall address them within a period of one (1) month.

#### **15 GOVERNING LAW AND DISPUTES**

The Tide Platform, the Tide Services, all your transactions with the Tide Platform, and our relationship shall be governed by the laws of India, without regard to conflict of law principles.

Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Tide Services or these Tide Membership Terms, including those relating to its validity, its construction or its enforceability, but excluding those provisions where it has been specified that Tide's decision shall be final, (any "**Dispute**") shall be, if initiated by a Tide Member, first raised to [grievanceindia@tide.co](mailto:grievanceindia@tide.co). If such Dispute has not been settled within ninety (90) days after the Tide Member reaches out to the aforementioned email ID, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. Provided however when Tide raises any dispute, Tide may directly initiate arbitration in accordance with this section. The Dispute shall be resolved by one (1) arbitrator to be appointed by Tide. The place of arbitration shall be New Delhi, India. The language of the arbitration shall be English. The existence and content of the arbitration proceedings, including documents and briefs submitted by the parties, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party.

You agree that subject to the arbitration provisions mentioned above, all Disputes shall be subject to the exclusive jurisdiction of the competent courts at New Delhi.

## 16 MISCELLANEOUS

- a) You may not transfer or assign or sell any rights or obligations you have under these Tide Membership Terms or otherwise grant any third party a legal or equitable interest over your Tide Business Account without Tide's prior written consent. Tide reserves the right to transfer or assign these Tide Membership Terms or any right or obligation under these Tide Membership Terms in whole or in part at any time to (i) any other Tide Entity; (ii) an acquirer of Tide or any Tide Entities or their respective equity interest, business, or assets; or (iii) a successor entity resulting from any corporate action including mergers or demergers.
- b) If we fail to enforce any of our rights under these Tide Membership Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.
- c) Unless stated otherwise in these Tide Membership Terms, if any provision of these Tide Membership Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- d) No joint venture, partnership, employment or agency relationship exists between you, Tide, Tide Entities or any third party as a result of these Tide Membership Terms.
- e) We do not provide advice. Any information such as calculations and forecasts, provided to you via Tide Membership, the Additional Products and Services or the Tide Platform is meant for informational purposes only and should not be interpreted as professional advice.
- f) These Tide Membership Terms, and Tide Policies (together with any Additional Product and Services terms displayed in specific sections of the Tide Platform/Tide App, constitute the entire agreement and understanding between you and Tide for the access to the Tide Platform and Tide Services.

## SUPPLEMENTAL TERMS: TIDE LENDING SERVICES TERMS AND CONDITIONS

These supplemental terms to the [Tide Membership Terms and Conditions](#) govern your relationship with us if you use our lending services. Please make sure to read these carefully as these terms form a binding agreement between you and us.

These supplemental terms form part of, and must be read together with the [Tide Membership Terms and Conditions](#). Capitalized terms are defined in the Definitions clause below. Capitalized terms not defined below will have the meanings ascribed to them in the [Tide Membership Terms and Conditions](#).

We reserve the right to modify these terms from time to time. We will notify you of the changes in these terms as required under applicable law. Your continued use of our lending services after such changes indicates your acceptance of the modified terms. We advise you to regularly re-visit this page to be aware of the changes to these terms.

### 1 DEFINITIONS

- 1.1 “**Lender**” means a bank or a Non-Banking Financial Company which offers loans and has partnered with us.
- 1.2 “**Partner**” means an entity with which Tide has partnered with, to facilitate loans from Lenders.

### 2 TERMS GOVERNING OUR LENDING SERVICES

- 2.1 *Tide’ Role.* You understand that Tide acts as a lending service provider for Lenders it has partnered with. Tide only acts as a facilitator. As such, our role is limited to connecting loan applicants with Lenders. We do not provide loans, nor do we make decisions regarding loan approval, terms, or disbursement.
- 2.2 *Availability of Lenders.* We may choose to introduce you to Partners or Lenders based on the requirements of Lenders we receive. We do not guarantee or assure you of Lenders or loan offerings being available to you.
- 2.3 *Completion of Loan Application.* You will be responsible to complete the loan application requirements set out by a Lender including completion of requisite KYC verification. We do not assume any responsibility for your failure to complete a loan application.

- 2.4 *No Guarantee of Loan Approval.* We may from time to time show you indicative loan offers. However, these indicative offers are just that - indicative. They're not a commitment from us or any Lender to provide a loan or any credit facility. Likewise, submission of a loan application does not guarantee loan approval. Loan approval is subject to the Lenders' independent evaluation of your creditworthiness, financial profile, and other criteria. Lenders may decline to issue a loan at any stage of the loan disbursement journey for any reason whatsoever.
- 2.5 *Lender's Sole Responsibility.* All decisions regarding loan amounts, interest rates, repayment terms, and associated conditions are made solely by the Lenders. We are not involved in the approval process or the terms of the loan agreements.
- 2.6 *Accuracy of Information.* The accuracy and completeness of the information provided by you are critical for the loan application process. We are not responsible for verifying the information you provide and cannot be held liable for any issues arising from inaccurate or incomplete details.
- 2.7 *No Financial Advice.* We do not provide financial, legal, or tax advice. You are encouraged to seek independent professional advice before entering into any loan agreement.
- 2.8 *Third-Party Policies and Terms.* Each Lender may have its own terms, conditions, key facts statement, loan agreement, loan application form, privacy policy and other documents which govern the borrower and lender relationship between you and the Lender. You are advised to review these carefully before proceeding with any loan agreement. We are not liable for the actions, policies, or decisions of any Lender.
- 2.9 *Limitation of Liability.* We will not be held liable for any loss, damage, expense or inconvenience caused by the Lender's decision or actions, including delays, rejections, or adverse impacts on your credit score.
- 2.10 *Borrower Responsibility.* You are solely responsible for understanding the terms and conditions of any loan agreement you enter into. Ensure you carefully read and understand all Lender-provided documents before accepting a loan offer.
- 2.11 *Privacy and Data Sharing.*
- 2.11.1 When you use our lending services, you consent that your information will be processed in accordance with our [privacy policy](#). You also authorise us to share your personal data with Lenders and Partners, as required to facilitate the offering of credit products and services to you.

- 2.11.2 By using our lending services, you authorise us, our Partners and Lenders to approach you for providing information or marketing offers about loans through calls, emails, SMS or WhatsApp. You also waive any registration you have made of your contact number under National Customer Preference Register, National Do Not Call Registry or any other similar registry. You agree that such communications are made upon your request and authorization, and are not in the nature of ‘unsolicited commercial communications’ (as that term is defined under the relevant Telecom Regulation Authority of India regulations).
- 2.12 *Limitation of Liability.* You agree and understand that we have a limited role in the lending process, and only act as a facilitator between you and the relevant Lender. You agree and understand that in case of any issue with the loan or service of the Lender (or any person other than us), your rights will be governed as per the applicable laws and the loan documents executed/accepted by You. You further agree and undertake not to make us a party to any dispute or make any claim against us unless the dispute or claim directly relates to our acts or omissions in relation to the services provided under these terms. Without prejudice to the generality of the foregoing, in no event will we, our subsidiaries, affiliates, directors & officers, employees, agents, partners or licensors be liable for any direct, indirect, consequential, incidental, special or punitive damages, including, but not limited to, damages for loss of profits or revenues, goodwill, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to avail our lending services.
- 2.13 *Changes and Updates.* We reserve the right to update or modify these terms at any time. Please review this section periodically to stay informed of any changes.

## **SUPPLEMENTAL TERMS AND CONDITIONS FOR EMSME OFFERINGS**

These supplemental terms and conditions to the Tide Membership Terms and Conditions govern your relationship with us if you purchase any of the eMSME Offerings (*as defined below*) through the Tide Platform. Please make sure to read these carefully as these terms form a binding agreement between you and us.

These supplemental terms form part of, and must be read together with the [Tide Membership Terms and Conditions](#). Capitalized terms are defined in the Definitions clause below. Capitalized terms not defined below will have the meanings ascribed to them in the Tide Membership Terms and Conditions.

We reserve the right to modify these terms from time to time. We will notify you of the changes in these terms as required under applicable law. We advise you to regularly re-visit this page to be aware of the changes to these terms.

### **1. DEFINITIONS**

- 1.1 “**eMSME Offerings**” refers to the specific tech-driven solutions provided by AJVA FinTech Private Limited (“**eMSME**”) to businesses, including services relating to finance, taxation, compliance, and government schemes, including but not limited to GST registration, Udyam registration, and API access for scheme discovery services, as made available for purchase by Tide from time to time. These Offerings are further detailed in the specific product descriptions provided on the Tide Platform at the time of purchase.
- 1.2 “**eMSME Offering Terms**” the terms and conditions governing the use of the eMSME Offerings, as provided directly by eMSME to the Customer. The latest version of these terms is available here: <https://emsme.com/resource/terms-and-conditions.html>.

### **2 NATURE OF SERVICE – RESELLER RELATIONSHIP**

- 2.1 Tide acts solely as a reseller of the eMSME Offerings. Tide facilitates your purchase of these Offerings from eMSME through the Tide Platform and helps process payments for such purchases.
- 2.2 You acknowledge and agree that eMSME is the sole and direct provider of the eMSME Offerings. Tide does not operate, control, or provide the eMSME Offerings itself.
- 2.3 All responsibility for the provision, quality, accuracy, completeness, and delivery of the eMSME Offerings, including any warranties, guarantees, or support related thereto, rests solely with eMSME. Your access to and use of the eMSME Offerings will be governed by the eMSME Offering Terms and any other relevant documentation provided by eMSME.

### **3 CUSTOMER ELIGIBILITY AND COMMERCIAL USE**



- 3.1 You represent and warrant that you are purchasing the eMSME Offerings for commercial purposes related to your business operations and not for personal, family, household, or livelihood purposes by means of self-employment.
- 3.2 You represent and warrant that you possess all necessary legal authority, permits, and licenses to utilize the eMSME Offerings for your stated business purpose.

#### **4 PAYMENTS, FEES, AND REFUNDS**

- 4.1 The fee for the eMSME Offerings will be displayed on the Tide Platform. All fees are exclusive of applicable taxes unless otherwise stated.
- 4.2 Please note that eMSME Offerings once purchased, cannot be cancelled. Charges and fees that you pay are final and non-refundable, unless otherwise determined by us or required by applicable laws.
- 4.3 It is your responsibility to timely submit the relevant documents required for registration as part of the eMSME Offerings. If you fail to submit the relevant documents required to process your registration applications within 4 months from the date of purchase, we will assume that you have forfeited your registration application and no refunds will be made for such cases.

#### **5 CUSTOMER SUPPORT AND GRIEVANCES**

##### **Level 1:**

For any queries, grievances, or disputes related to the eMSME Offerings, you may contact eMSME's customer support at [support.tide@emsme.com](mailto:support.tide@emsme.com).

##### **Level 2:**

If you are not happy with the resolution under Level 1, please contact us at [indiasupport@tide.co](mailto:indiasupport@tide.co).

Level 2 escalation will only be considered in case of non-satisfactory resolution received under Level 1.

#### **6 LIMITATION OF TIDE'S LIABILITY**

- 6.1 No Warranty for Offerings: Tide makes no warranties or representations, express or implied, regarding the eMSME Offerings, including but not limited to their quality, fitness for a particular purpose, merchantability, or non-infringement. All warranties regarding the Offerings are provided directly by eMSME to you as set forth in the eMSME Offering Terms. You understand that final approval of registration is subject to government authorities and their eligibility criteria. Purchasing an eMSME Offering does not guarantee successful registration. The service fees cover the efforts involved in making the application, irrespective of the application outcome.

- 6.2 No Liability for eMSME's Performance: Tide shall not be liable for any direct, indirect, incidental, punitive, special, or consequential losses or damages whatsoever (including for loss of profits, business interruption, loss of information, or the like) arising out of or in relation to: a. The performance or non-performance of the eMSME Offerings, including their failure of essential purpose; b. Any act or omission of eMSME, its agents, or personnel; c. Any deficiency in service, fraud, negligence, or misrepresentation by eMSME, its agents, or personnel; d. Your reliance on any information or advice provided by eMSME, its agents, or personnel.
- 6.3 Nature of purchase: You acknowledge and agree that your purchase of eMSME Offerings through the Tide Platform is for commercial purposes related to your business, and therefore, the provisions of the Consumer Protection Act, 2019, will not be applicable to such transactions or any disputes arising therefrom. Any disputes between you and Tide related to the eMSME Offerings will be governed by these supplemental terms, and the [Tide Membership Terms and Conditions](#), and general contract law.

## **7 INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Tide, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- a. Your breach of these supplemental terms or the eMSME Offering Terms.
- b. Any misrepresentation or fraudulent act by you.
- c. Your use of the eMSME Offerings in a manner not permitted by these supplemental terms or applicable law.

## **8 GOVERNING LAW AND JURISDICTION**

These supplemental terms are governed by and must be construed in accordance with the laws of India. The courts of New Delhi, India, will have exclusive jurisdiction over all disputes arising out of, or in relation to these Supplemental Terms.

## **TIDE BILL PAYMENT TERMS AND CONDITIONS**

These **Tide Bill Payment Terms And Conditions** (“**Terms**”) govern the use of Bill Payment Services enabled by Tide.

By proceeding to use our Bill Payment Service, you signify your consent to be bound by these Terms. These terms are in addition to, and must be read together with [Tide Membership Terms and Conditions](#) and [Privacy Policy](#). You understand that these Terms form a binding contract between you and Tide.

Under these Terms:

“**Bill**” refers to a bill, invoice, statement of charges or any other similar document issued to you by a Biller;

“**Bill Payment**” means payment of a Bill including recharge payments for underlying services (like prepaid mobile, DTH, FASTag, subscriptions) and insurance premium payments;

“**Biller**” refers to the entity that offers the utility service or otherwise and requests payment from its customers to whom payments can be made using the Tide application;

“**Bill Payment Service**” refers to the service provided by Tide where we facilitate the collection and settlement of the amounts of Bill Payments through authorized third-party service providers.

“**Member**”/ “**you**”/ “**your**” refers to a user of our Bill Payment Service;

“**Tide**”/ “**we**”/ “**us**”/ “**our**” refer to **Tide Platform Private Limited**, a company having its registered office at 3rd Floor, Videocon Tower, Jhandewalan Extension, New Delhi - 110005;

“**Tide Platform**” refers to the mobile application(s) hosted by Tide and the online platforms operated by Tide or its affiliates.

### **1 Bill Payments**

- 1.1 The Bill Payment Service is made available to you on the Tide Platform by us, where we facilitate the collection, payment and settlement of Bills. We facilitate the Bill Payment by enabling you to make payments towards the Bill, regardless of whether the Bill has been accurately issued or not.
- 1.2 It is clarified that the Bill in relation to a Bill Payment on the Tide mobile application is issued by the Biller to you for an underlying service offered by the Biller.
- 1.3 By using the Bill Payment Service, you agree to be responsible and liable for the payment of a Bill issued by a Biller.

- 1.4 We will enable you to pay your dues (or additional amounts) to the Billers using certain payment instruments. The payment instruments available may change at our sole discretion from time to time. We do not guarantee the availability of any particular payment instrument for Bill Payment.
- 1.5 Any Bill Payment made on the Tide Platform only absolves you of your responsibility or liability to pay to the Biller only once. A confirmation by us that the Bill Payment has been successfully completed does not make us responsible or liable, in any manner, for any Bill Payments arising in the future.
- 1.6 You acknowledge that all Bill Payments are final, and no refund or transfer is permitted, in whole or in part, for the amount paid by you towards Bill Payments.
- 1.7 By making a Bill Payment for a particular Bill once on the Tide Platform, you accept these Terms and also authorise and consent for us to obtain the Bills for the future payment cycles.
- 1.8 We may also send payment reminders to you for Bill Payments that are due and payable to the Billers, provided however the non-receipt of any reminder from us does not absolve you from your liability to make payments towards the Bill. If you wish to not receive such reminders, you can withdraw your consent by disabling such reminder notification from your account settings. We will not be responsible for any of your acts, including any non-payment of any Bill.
- 1.9 While we endeavour to have your Bill Payment processed and settled in a timely manner, please note that there may be certain scenarios when the payment towards a Bill does not immediately reflect in the said Bill. If for a particular Bill Payment performed by you, money has been charged to your payment method and the payment towards the said Bill is not reflected with the Biller within three (3) working days of the completion of the Bill Payment, then you may raise a complaint with us using the option provided to you on the Tide Platform, or directly with the concerned Biller, with the reference numbers and Bill Payment details.

## **2 Charges and Fees**

- 2.1 We reserve the right to charge, and recover from you, any fees or charges for availing the Bill Payment Service. When and where applicable, these fees or charges will be displayed on the Tide Platform on the Bill Payment screen before you make a transaction.
- 2.2 You agree to bear any and all applicable taxes including but not limited to Goods and Services Tax, duties and cesses etc., in connection with the Bill Payment and the charges or fees that we may levy.

## **3 Our Role**

- 3.1 You agree and acknowledge that we are only facilitators and are not and will never be a party to or control in any manner any transactions with any Biller or those to which a Bill relates. We are not a party (in any manner) to any arrangement between you and the Biller.
- 3.2 Without prejudice to anything contained in these Terms, you agree that we are:

- 3.2.1 only a facilitator of Bill Payments, i.e. the payments between you and the Biller for the services you avail from the Biller;
- 3.2.2 not a party to the Bill Payment;
- 3.2.3 not a payment system provider in relation to our role under these Terms;
- 3.2.4 not responsible to you in any manner whatsoever, with respect to processing and settlement of payment relating to the Bill Payments, as we are only facilitating the Bill Payment;
- 3.2.5 not and will not be responsible for any aspect of the Bill Payments;
- 3.2.6 not a party to and will not be responsible for any disputes, chargebacks or reversals arising pursuant to the Bill Payments, as we are only facilitating the Bill Payment; and
- 3.2.7 not responsible for any of your acts, including, non-completion of a Bill Payment or non-payment of any Bill.

#### **4 Your Responsibilities**

- 4.1 You must provide us or our partner (as applicable) the customer identification number, Bill reference number or any other Bill Payment identifier required by the Biller such as mobile number (“**Billing Identifier**”) to fetch the payment due or Bill value, subscription plan, due date, and such other information necessary to make the Bill Payment.
- 4.2 You authorize us and our partners to access, fetch, share, use, store the information related to your account with the Biller for Bill Payment Services on an ongoing basis.
- 4.3 You are solely responsible for the correctness of the Billing Identifier. You understand that correctness of the Billing Identifier is of utmost importance for fetching the right Bill.
- 4.4 You are also solely responsible to check the correct bill and bill amount. You understand that the amount to be paid in a Bill depends on the agreement between you and the Biller and we have no obligation to verify its correctness.
- 4.5 You authorise us to communicate with the Biller, third party service providers, aggregators with your Billing Identifiers for processing the Bill Payment.
- 4.6 If you decide to set-up auto-payment or recurring payments, you authorise us, our partners, banks and the Billers to execute such instructions to facilitate Bill Payment.
- 4.7 You will be responsible for any duplicate payments or delayed payments or any penalty/ interest levied by the Billers on the payments made.
- 4.8 You remain responsible for verifying the success or failure of a Bill Payment.
- 4.9 You will be responsible for keeping a track of your Bills and making timely payments.
- 4.10 You will be responsible for scheduling your Bill Payment. The payment realization time may vary for each Biller. We will not be responsible for delays, reversals or failure of any transactions.

#### **5 Erroneous Payments**

If you erroneously make a Bill Payment to the wrong Biller or double pay or send a payment for the wrong amount, your only recourse will be to contact the Biller to whom the payment is made and request them to refund the amount. We will not reimburse you or reverse a payment that you have erroneously made.

## **6 Disclaimers**

- 6.1 We offer Bill Payments through a) aggregators with whom we have a contract or b) through the Bharat Bill Payment Operating Unit (BBPOU) infrastructure where the Biller is registered with NPCI for bill payments. Accordingly, Bill Payments may be unavailable or settlement delayed in the event of any downtime or issues attributable to our partners.
- 6.2 We'll facilitate Bill Payments only after we have received the payment from your relevant payment instrument, and any further information requested by us. We will not be responsible for any delay occasioned due to any action or inaction on account of any bank, payment gateway, Biller, NPCI or the BBPS payment system involved in your transaction. We do not guarantee any timelines for Bill Payments. Any timelines mentioned on the Tide app or other Tide platforms are merely indicative in nature and must not be construed as guarantees.
- 6.3 Bill Payments or any information in relation thereto is displayed and provided on the Tide Platform on 'as is' and 'as available' basis without any representation or warranties, express or implied, to the maximum extent permitted by applicable law, unless otherwise specified in writing. We disclaim all representations or warranties, express or implied, with respect to the offering of or availability of Bill Payment Service, including without limitation, any express or implied representation or warranty of merchantability or fitness for a particular purpose. You agree and acknowledge that the use of Bill Payment Service on the Tide Platform is at your sole risk. Without prejudice to the foregoing, we or our affiliates do not warrant that the Bill Payment Service will meet your requirements or will be free of errors or deficiency.
- 6.4 We will not be liable / responsible for any deficiency in the services availed by you from a Biller and do not make any representation or warranties, express or implied. We or our affiliates will not be liable, in any manner whatsoever, for any actions of a Biller or any loss caused to you due to any action of a Biller. We will not mediate or resolve any dispute or disagreement (including without limitation chargebacks or reversals) between you and the Billers.
- 6.5 Except as specified under these Terms, we are not and will not be responsible for any aspect of Bill Payments.
- 6.6 You acknowledge that we assume no responsibility and will incur no liability, if we are unable to affect the payments towards any Bill Payment owing to any of the following circumstances:
  - 6.6.1 If the payment instruction issued by you is incomplete, inaccurate, invalid or delayed;
  - 6.6.2 If the payment account has insufficient funds or limits to cover for the amount of the Bill;
  - 6.6.3 If the funds available in the payment account are under any encumbrance or charge;
  - 6.6.4 If your payment instrument issuer refuses or delays to honour the payment instruction for any reason; or
  - 6.6.5 If Bill Payment is not processed by the Biller.

## **7 Alteration or Amendments to the Terms:**

We reserve the right to make changes to our policies, and these Terms at any time without prior notice. You will be subject to the policies and Terms in force at the time you make a Bill Payment on the Tide Platform. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

## **8 Events beyond our reasonable control:**

We will not be held responsible for any delay or failure to comply with the stated obligations under these Terms or to process or settle any Bill Payment made by you, if the delay or failure arises from any cause which is beyond our reasonable control. Circumstances beyond our control may include (but not limited to) natural disasters, bank strikes, power failure, systems failures like computer or telephone lines breakdown due to an unforeseeable cause or any interference or disruption. This condition does not affect your statutory rights.

## **9 Waiver**

If you breach these conditions and no action is taken against you, we will still be entitled to use our respective rights and remedies in any other situation where you breach these Terms.

## **10 Limitation of Liability**

In addition to other limitations and exclusions in the [Tide Membership Terms and Conditions](#), in no event will we or our affiliates or their respective directors, officers, employees, agents or other representatives be liable for any direct, indirect, special, incidental, consequential, or punitive damages, or any other damages of any kind, arising out of or related to Bill Payments. These exclusions and limitations of liability will apply to the fullest extent permitted by law.

## **11 Governing Law and Jurisdiction**

- 11.1 These Terms are governed by and construed in accordance with the laws of India, without regard to conflict of law principles. You agree, as we do, to address any disputes arising out of or relating to these Terms in accordance with the dispute resolution mechanism provided under the [Tide Membership Terms and Conditions](#).
- 11.2 You agree to indemnify us for all claims brought by a third party (including without limitation the Biller) against us or our affiliates arising out of or in connection with a breach of any of these Terms and your use of Bill Payment Service.

## **12 Contact Information**

You could direct any complaints related to Bill Payments to us using the in-app chat available on the Tide Platform.

## SUPPLEMENTAL TERMS: BE ONLINE TERMS AND CONDITIONS

These supplemental terms govern your use of the Be Online tool. Please make sure to read these carefully as these terms form a binding agreement between you and us.

These supplemental terms form part of, and must be read together with the [Tide Membership Terms and Conditions](#). Capitalized terms not defined below will have the meanings ascribed to them in the [Tide Membership Terms and Conditions](#).

If there is any inconsistency between these terms and any other document we provide you with, these terms will prevail.

From time to time, we may change the fees, the benefits and billing terms for Be Online. We advise you to keep visiting this page regularly to be aware of any such changes.

### 1. Definitions

- 1.1. “**Basekit**” means BaseKit Platform Ltd., 5th Floor One Castlepark, Tower Hill, Bristol, BS2 0JA, United Kingdom.
- 1.2. “**Be Online**” refers to the set of web presence services offered to you through the Tide Platform, including a website building tool, website hosting, domain registration and management service, creation of professional email addresses etc.

### 2. Service Description

- 2.1. Be Online is a service offering a package of web presence services including a website building tool, website hosting, domain registration and management service, creation and management of up to 3 professional email addresses under the respective registered domain.
- 2.2. Domain registration and management: Be Online offers registration, automatic renewal, and management of domain names. All domain registrations are subject to availability and the policies of the applicable domain registry. All domain registrations are valid for 12 months and are automatically renewed as long as your Be Online subscription is active.
- 2.3. Website hosting and website building tool: The website building tool is a web-based service and allows you to create, customise and maintain an online website (for the purposes of these terms referred to as “**your website**”).
- 2.4. Email address: The email address function allows you to create up to 3 email mailboxes to send and receive email which are linked to the domain you registered. Each email account will be allocated a storage limit of 5 GB.

### 3. SUBSCRIPTION

- 3.1. Be Online is offered on a subscription basis. The subscription fee and the length of your subscription for Be Online will be displayed on the Tide app.
- 3.2. You will be billed in advance for your Be Online subscription.



- 3.3. Payment: We may make available various payment processing methods to facilitate payments of subscription fee. You must abide by any relevant terms and conditions or other legal agreement with a third party, that governs your use of a given payment instrument and payment processing method. We may add or remove payment processing methods at our sole discretion. You are solely responsible for making timely payment for our services. The subscription fee including applicable taxes (like GST), will be charged to your payment method on the date the payment is due. You authorize us to charge your payment method for payment of subscription fee due towards Be Online. You also agree to authenticate payments towards the subscription fee as required by the issuer of your payment method. If we do not receive payment of the subscription fee, due to expiration, insufficient funds, or otherwise, we may suspend your access to Be Online until we have successfully received payment.
- 3.4. The subscription fee is non-refundable and we do not provide refunds or credits for any remaining subscription period or unused benefits.
- 3.5. Renewals and Cancellations: Your subscription will renew automatically at the end of your billing cycle unless cancelled. You can cancel your subscription at any time in-app. If you cancel your subscription, you will automatically lose access to the benefits offered under Be Online at the end of your subscription term. There will be no pro-rata refund of fees in case of early cancellation for any partial subscription terms or unused benefits.

#### **4. FAIR USE AND LIMITATIONS**

- 4.1. The services under Be Online are subject to the following fair usage requirements:
- (a) exceeding thresholds of 30GB of storage and 2TB bandwidth;
  - (b) using the service purely as a storage and/or hosting service;
  - (c) remotely accessing the service using automated methods; and
  - (d) serving copyrighted or other content of an illegal nature, as prohibited under Clause 5.1 below.

If you regularly exceed high usage thresholds, your account will be subject to review. BaseKit services will not be unduly withheld, but BaseKit reserves the right to increase any individual users' pricing to cover minimum storage and bandwidth costs associated with any particular site.

- 4.2. We do not support outbound mass mailing as a standard offering. As standard practice we limit users from sending mail to a large number of recipients in a 24-hour period. This limit is restrictive on the first day of usage and becomes more lenient over time. If you reach this limit you may experience error messages such as "Daily maximum exceeded". This limit is subject to change without notice, should the service be compromised.

#### **5. YOUR OBLIGATIONS**

- 5.1. You must not use, attempt to use, facilitate or allow others to use our services for any activity or distribution of any content that:
- (a) violates any applicable laws or rights of third parties;

- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever as prohibited by applicable law;
- (c) harms minors in any way;
- (d) violates or invades privacy rights of third persons;
- (e) impersonates another person;
- (f) infringes any intellectual property rights of any person;
- (g) is false or untrue, is intended to mislead or harass a person, or which misrepresents facts (including about your business, or about the products or services you sell);
- (h) solicits passwords or personal information for unlawful purposes from other users;
- (i) involves distribution/publication of any unsolicited marketing/advertisements;
- (j) involves transmission of junk emails, bulk emails, or spamming, or phishing emails, or trolling;
- (k) contains any software virus, computer code, file, program that may disrupt the functioning of the Be Online services;
- (l) threatens the unity, integrity or security of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting another nation;
- (m) interferes with others' enjoyment of our services;
- (n) exploits the services for any unauthorized commercial purpose or transmits information you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (o) is aimed at modifying, adapting, reformatting, translating, or reverse engineering any portion of our services, or at tampering with their technological design;
- (p) is aimed at creating a product or service that is competitive with any of our products or services;
- (q) is aimed at gaining unauthorized access to, interfering with, or damaging any server, computer, or database used by us for providing our services;
- (r) is aimed at circumventing, or bypassing any restrictions placed by us;
- (s) forges headers or otherwise manipulates identifiers in order to disguise the origin of any content transmitted through the website;

- (t) facilitates sale of any item, good or service that (i) violates any applicable law, (ii) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (iii) Tide determines, in its sole discretion, is inappropriate for sale through Be Online;
  - (u) breaches the Tide Membership Terms or any other terms and conditions you have agreed to with us or could otherwise reasonably be considered inappropriate; or
  - (v) is aimed at using the services in a manner that they are not intended to be used.
- 5.2. You must promptly notify us of any actual or potential violation of these terms that comes to your knowledge.
- 5.3. Any content that you upload or transmit via your website may be reviewed by Tide or by our partners although we are not obligated to do so. In case we establish any breach of Clause 5.1 or such breach has been reported to us or to our partner, we reserve the right to suspend your access to any part of the services under Be Online at any time as well as to refuse any content or take down any content in particular that violates any of the terms under Clause 5.1. We may also report such actions to the appropriate law enforcement authorities and commence legal proceedings.
- 5.4. You are solely responsible for maintaining the necessary amount of copies of data and regularly backing up the content and data in your website and email mailboxes. We do not warrant that we back-up any account or your content, and you agree to accept as a risk the loss of any and all of your content.
- 5.5. You acknowledge and agree that Tide is not responsible and cannot be held liable for any claims, issue or loss in relation to any content you upload or use and the services you sell using Be Online. If we incur any third party claims, losses, damages, costs, expenses, demands, or fines in connection with any of your content, products and services you sell using Be Online, you must indemnify us upon demand.
- 5.6. You acknowledge that the registration and use of your domain name is subject to the policies, terms, and agreements of the Internet Corporation for Assigned Names and Numbers (ICANN), the domain name registry operator (including National Internet Exchange of India), and our partner BaseKit. You agree to be bound by all such third-party policies, and you acknowledge that we may suspend or cancel your domain registration to comply with such policies or a legal directive.
- 5.7. You must ensure that all information you provide for your domain registration (including, but not limited to, the name, address, e-mail address, and telephone number) is accurate and reliable. You further agree to promptly update this information upon any change and understand that failure to do so may result in the suspension or cancellation of your domain registration.

## **6. WARRANTIES AND DISCLAIMERS**

- 6.1. Without prejudice to Clause 13 of the Tide Membership Terms, Be Online is provided to you solely on an “as is”, “as available” and “with all faults” basis. Specifically, Tide disclaims all warranties, whether implied or statutory, including those for merchantability, fitness for a particular purpose, non-infringement of proprietary rights, and those arising from trade practice. We provide no warranty that your use of the service will be uninterrupted, timely, secure, error-free, or free from viruses or other harmful components, nor do we warrant that the service will meet your individual requirements or specific performance metrics such as speed or uptime. Tide accepts no responsibility for interruptions, system failures, or for any services, features, or tools provided by third parties, including Basekit.
- 6.2. Tide is not a domain name registrar, a dedicated domain name provider nor a website hosting company. We offer the Be Online toolkit to you through the Tide Platform by partnering with Basekit. Basekit is a reseller of a domain name registrar and web hosting company and is also an owner of website building and online presence platform.
- 6.3. Our partner Basekit is a reseller of a domain name registrar so your domain is registered through Basekit, and they handle its setup and management for you. As neither Tide nor Basekit are a dedicated domain name provider, we can't provide all of the services of a domain provider.
- 6.4. You represent and warrant that you are subscribing to the Be Online services for commercial purposes related to your business operations and not for personal, family, household, or livelihood purposes by means of self-employment.

## **7. LIABILITIES**

- 7.1. Tide is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, data or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) relating to Be Online or resulting directly or indirectly from your use of Be Online. This includes damages or loss arising from:
  - (a) The use or the inability to use the Be Online service;
  - (b) Any action or inaction by third parties (including BaseKit, other service providers, or persons acting under your authorization), or from third-party disputes (such as those over domain ownership or content).
  - (c) System failures, errors, defects, delays, inaccuracies, malicious code, or other technical issues affecting the service’s availability, processing of transactions, etc.
  - (d) Any suspension, denial of access, or changes to Be Online or its terms, or from the subsequent deletion of your information, account data, or records following termination.
  - (e) Any event related to the bankruptcy or insolvency of BaseKit.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. By posting, publishing, or processing content to via the Be Online services, you represent and warrant that (i) you have all necessary rights to process and distribute such content via the services, either because you are the author of such content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the content, (ii) the content does not violate these terms and does not violate the rights of any third party. By using Be Online, you grant Basekit and us a world-wide, royalty-free, non-exclusive licence to reproduce, modify, adapt and display such content as required to provide the services under Be Online.
- 8.2. All intellectual property rights related to Be Online, the underlying software, the content presented through it and the services under it, Tide's websites and the Tide Platform, copyrights, trademarks, visuals and designs (excluding content under clause 8.1), belong to us or are licensed to us by our partners. You must not use any of Tide's logos, trademarks, graphics, and other visual elements on your website, without our prior explicit written permission. You must not modify, rent, lease, loan, sell, distribute or create derivative works based on the services or the underlying software, in whole or in part.

## **9. SUSPENSION, TERMINATION AND CANCELLATION**

- 9.1. *Suspension.* We reserve the right without prior notice or liability to you, to suspend, or limit your access to the Be Online services if we reasonably determine: (i) you are in breach of any provision of these Be Online Terms or the Tide Membership Terms; (ii) your content, use, or conduct is in violation of Clause 5.1 of these terms, or poses a significant security or operational risk to our services or the services provided by BaseKit; (iii) you fail to pay the subscription fees when due; or (iv) your actions violate the privacy, intellectual property, or other rights of any third party. Upon suspension, we may, in our sole discretion, immediately remove or restrict access to any associated data and files. However, suspension does not absolve you of your payment obligations arising during the period of suspension.
- 9.2. *Discontinuation.* We may in our sole discretion and at any time, discontinue providing the Be Online service, or any part thereof, with or without notice. You agree that any termination of your access to the service under these terms may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your web site, as applicable, and all related information and files. We reserve the right to bar any further access to such files or the service. You agree that we will not be liable to you or any third-party for any termination of your access to the Be Online service.
- 9.3. Upon termination of these terms or cancellation of your subscription for any reason, we will terminate your access to the Be Online services. You agree that upon termination or cancelation:
- (a) you will continue to be bound by these Be Online Terms until any outstanding liabilities and obligations between you and us have been settled;
  - (b) the intellectual property licence we granted you under these Be Online Terms will terminate;

- (c) we may delete all of your information, account data and records, unless we are required to retain such information under applicable law. We are unable to access and reproduce the data in your email mailboxes so it is your responsibility to ensure that you regularly back up this data to ensure you can recreate your correspondence at any time and upon termination or cancellation; and
- (d) If you wish to keep a domain you buy through Be Online after termination, or cancellation of your subscription, or if you wish to point a domain you buy through Be Online to a website our partner does not host, you'll need to transfer the domain out within 90 days from the date of termination or cancellation. A domain can be transferred to another registrar subject to exclusions determined by the Internet Corporation for Assigned Names and Numbers (ICANN), including but not limited to a court order by a court of competent jurisdiction imposed over the domain; dispute over the identity of the registered name holder or administrative contact; no payment for previous or current registration periods. In all such cases, however, the domain name must be put into "Registrar Hold" status by the Registrar of Record prior to the denial of transfer. Contact us if you would like to execute a domain transfer. Domain names cannot be transferred within the 60 day minimum term for domain registration.

## **10. DATA PRIVACY AND PROTECTION**

- 10.1. Any data that you upload on your website which constitutes "personal data" as per applicable data protection laws will be processed by us as your data processor (as this term is defined in applicable data protection laws).
- 10.2. You acknowledge and agree that if you are able to continue using the website building tool after the termination of your business relationship with us, Tide will no longer be your data processor and will not be responsible for the lawfulness of any data processing undertaken by our partners as part of your direct relationship with them.
- 10.3. We adhere to applicable data protection laws to safeguard your personal information. Certain information (e.g., WHOIS data) may be publicly accessible as required by domain registries. We offer privacy protection services where permitted by the registrar.

## **11. Customer Support and Grievances**

If you would like to log a complaint with us, please email us at [indiasupport@tide.co](mailto:indiasupport@tide.co).

## **TIDE SUBSCRIPTION TERMS AND CONDITIONS**

### **1. Introduction**

- 1.1 The Tide Paid Plans, Toolkits and Boosts (referred to as a “**Subscription Plan**”) are provided to you by Tide Platform Private Limited (“**Tide**” or “**we**”, “**us**”, “**our**”), a company with CIN U72900DL2020FTC438677 and having its registered office at 3rd Floor, Videocon Tower, Jhandewalan Extension, New Delhi - 110005.
- 1.2 These Subscription Terms and Conditions (“**Subscription Terms**”) should be read together with the [Tide Membership Terms and Conditions](#) (“**Tide Membership Terms**”).
- 1.3 Any capitalised terms used here but not defined will have the meanings given to them in the Tide Membership Terms. These Subscription Terms will prevail in case of any conflict with the Tide Membership Terms.

### **2. How does it work?**

- 2.1 The benefits available on your specific Subscription Plan and the terms governing them will be displayed on the Tide app. For our Paid Plans, they can be found [here](#). Please familiarise yourself with them as they contains important additional details about your Subscription Plan, and form part of these Subscription Terms. Benefits may change month on month and we request you to carefully read the terms for the month in which you are transacting.
- 2.2 We may roll out additional benefits for subscribers from time to time. The benefits provided under a Subscription Plan are for you alone and such benefits may not be transferred or assigned to any person.
- 2.3 The benefits available under a Subscription Plan will be provided until you have an active, valid Subscription Plan. In case of cancellation or expiry of your Subscription Plan, we will stop providing the benefits under the Subscription Plan to you, until you renew it.
- 2.4 All cashback rewards accrued under the Subscription Plan benefits will be subject to the applicable limits of your Prepaid Payment Instrument (“**PPI**”).

### **3. Fees and Billing**

- 3.1 Fees: The subscription fee for your specific Subscription Plan will be displayed on the Tide app. We may waive this subscription fee as part of a free trial in our sole discretion. Upon expiry of the free trial, you will be charged the applicable subscription fee.
- 3.2 Billing for Subscription Plan: The length of your billing cycle will depend on the type of Subscription Plan that you sign up for. All Subscription Plans will be billed in advance.

- 3.3 **Payment:** We may make available various payment processing methods to facilitate payments of subscription fee. You must abide by any relevant terms and conditions or other legal agreement with a third party, that governs your use of a given payment instrument and payment processing method. We may add or remove payment processing methods at our sole discretion. You are solely responsible for making timely payment for our services. The subscription fee including applicable taxes (like GST), will be charged to your payment method on the date the payment is due. You authorize us to charge your payment method for payment of subscription fee due towards Subscription Plans. You also agree to authenticate payments towards the subscription fee as required by the issuer of your payment method. If we do not receive payment of the subscription fee, due to expiration, insufficient funds, or otherwise, we may suspend your access to Subscription Plans until we have successfully received payment.
- 3.4 **Changes to fees and billing:** From time to time, we may change the fees, the benefits and billing terms for one or more Subscription Plans. Such changes will be communicated to you by email, in-app, calls, WhatsApp or through our website.
- 3.5 **Renewals and Cancellations:** Your Subscription Plans will renew automatically at the end of your billing cycle unless cancelled. You can cancel your Subscription Plans at any time in-app or by contacting Tide in-app support. If you cancel a Subscription Plan, you will automatically lose access to the benefits offered under such Subscription Plan at the end of your billing cycle. There will be no pro-rata refund of fees in case of early cancellation for any unused benefits.

#### **4. Important Information**

- 4.1 These Subscription Terms will remain in place until terminated by you or us. You may terminate these Subscription Terms by cancelling all your Subscription Plans. The termination of the Subscription Terms will not automatically lead to the termination of the Tide Membership Terms, or any other additional products and services provided by Tide unless we inform you otherwise. But termination of the Tide Membership Terms will automatically terminate these Subscription Terms and any active Subscription Plans.
- 4.2 We can change or terminate these Subscription Terms by giving you a reasonable prior notice. Any changes we make to these Subscription Terms will be made available to you by email, push notifications, in-app, calls, WhatsApp or through our website. You should save and/or print a copy of these terms for future reference. However, we reserve the right to change these terms without giving you notice where:
- the change benefits you;
  - we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice;
  - we're introducing new services or features relating to the Subscription Plans or introducing new Subscription Plans; or
  - the changes are minor, or do not affect the quality of the service, or do not materially impact your rights under these terms.



- 4.3 Unless you've informed us otherwise before any change takes place, we'll assume that you've accepted the changes to these Subscription Plan Terms. If you do tell us that you do not accept any change, your notice will be deemed to be your request to cancel your Subscription Plan on the date upon which the changes are due to take effect (or any other date that you request in advance of the changes taking effect).
- 4.4 If any term, condition, or provision of these Subscription Terms is found to be unlawful, invalid, void, or unenforceable for any reason, the validity and enforceability of the remaining terms, conditions and provisions will not in any way be affected or invalidated.
- 4.5 If we don't exercise the rights that we have against you straight away, we can still do so later.
- 4.6 Indian law governs these Subscription Terms, and each Subscription Plan and the parties agree to the exclusive jurisdiction of the courts of New Delhi to adjudicate any dispute arising out of or relating to these terms.

## **6. Queries and Complaints**

For any queries relating to Subscription Plans, you can message us in-app via the member support function.