**TERMS AND CONDITIONS OF USE**

Welcome to Dhaxle Inc., and its affiliated companies (“**Dhaxle**“) technology solutions platform (the “**Site**“). Dhaxle provides technology-driven solutions and other services for project management and money transfer (“**Services**“) to individuals, organizations, and their authorized business users (“**Clients**“), allowing them to submit and collect information about individuals and projects (“**Service Providers**“). Dhaxle also provides certain services directly to organizations legally constituted in any country of operations.

Through the Site, Clients, Service Providers, and third-party sources of data related to Service Providers (collectively, “**Users**”), will have the ability to place orders for and participate in the fulfillment of, Services. By accessing or using the Site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site (“**Terms of Use**“).

If you do not agree to these Terms of Use, your continued use of the Site is not authorized.

Dhaxle may revise the Terms of Use at any time without notice to you. The revised Terms of Use will be effective when posted to the Site.

### 1. The following terms apply to Service Providers only.

#### 1.1. Use of Site

The sole purpose of this website is to enable you to submit information (“**Submissions**“) to provide information to allow Dhaxle to carry out Services for a Client or for you. Use of this Site does not create an employment relationship between you and any Dhaxle company. You expressly agree that no employment relationship will be created without further review of the Submission, an appropriate successful interview process, background and reference checks (where applicable), verification of identity and the legal right to work, and issuance and acceptance of a formal written offer of contract from the clients offering the contract.

#### 1.2. Electronic Signatures

By using the Site and providing Submissions, you agree to transact electronically through the Site. You agree that your electronic signature is the legal equivalent of your manual signature. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your electronic signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of your electronic signature.

In order to access, fulfill and retain the following electronic forms, your computer must be equipped and compatible with the most common operating systems and internet browsers. This would include:

* Windows, Mac OS X, Linux, Apple iOS, and other major operating systems.
* Microsoft Internet Explorer version 8 and later, Mozilla Firefox – latest version, Safari latest version + tablet versions, Chrome latest desktop version.

If you decline to use an electronic signature, you may be able to print forms and sign them by hand, in which case you will be required to deliver the hand signed forms to the relevant Dhaxle company representative.

If you wish to obtain a paper copy of the forms you sign via this site, you will be given the opportunity to download and print those forms once they have been executed.

After authorizing the use of your electronic signature, you may still withdraw your consent. To do so, you must contact Dhaxle or the Client for their withdrawal procedures and to understand any consequences which may apply.

#### 1.3. Submissions

By making Submissions, you warrant that: (a) you have the right and authority to provide any Submissions; (b) you have only disclosed information that is true, accurate and not misleading (including by omission) and nothing you have submitted is known by you to be false, inaccurate, or misleading; (c) you are the individual who the Submissions relate to and that you have obtained permission from each person or entity that appears and/or is referred to in your Submissions; and (d) your Submissions would not infringe any legal obligation that you may have to any third party, including under laws related to copyright, trademark, patent, trade secret, confidentiality, notice period, restrictive covenant, non-competition or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party.

#### 1.4. Acceptable Use

You agree that you will neither use the Site in a manner, nor provide any Submission, that: (a) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (b) invades another’s privacy or includes, copies or transmits another’s confidential, sensitive or personal information without that person’s consent to do so; (c) promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene or not in good taste; (e) violates, infringes or promotes the violation or infringement of another’s rights, including intellectual property rights; (f) violates or promotes the violation of any applicable laws or regulations; (g) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (h) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. Dhaxle may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

#### 1.5. Security, Passwords, and Means of Accessing the Site

You agree not to access or use the Site in any manner that could damage, disable, overburden, or impair any Dhaxle accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the Site or any Dhaxle accounts, computer systems, or networks. You agree not to interfere, or attempt to interfere with the proper working of the Site or any of Dhaxle accounts, computer systems, or networks. You agree not to use any robot, spider, scraper, or other automated means to access the Site or any of Dhaxle's accounts, computer systems, or networks without Dhaxle’s express written permission.

You must complete the registration process to open an account by providing us with current, complete, and accurate information, as required by the applicable registration form. You may also be required to choose a password and a username. Access to, and use of, password-protected, or secure areas of the Site are restricted to authorized users only. Except as contemplated by Section 2.2, You agree not to share your password(s), account information, or access to the Site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s), or as a result of your access to the Site. You agree to notify Dhaxle immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

### 2. The following terms apply to Clients only.

#### 2.1. Use of Site

The sole purpose of this website is to enable you to submit projects and plans, collect evaluate, and approve Service Providers Submissions and make payments. Use of this Site does not create an employment relationship between any person and any Dhaxle company. Individuals who use this Site on behalf of a Client shall be solely the employees or agents of such entity and shall be under the sole and exclusive direction and control of such individual or business entity. The Client shall be responsible for compliance with all laws, rules and regulations involving its respective projects or plans, including (but not limited to) financial transactions, electronic communication, copyrights, employment of labor, hours of labor, health and safety, working conditions, payment of wages and commissions.

#### 2.2. Electronic Signatures

By using the Site you warrant that you, or the entity for whom you are authorized to use the Site, has agreed to transact electronically through the Site. You warrant that, or the entity for whom you are authorized to use the Site, agrees that an electronic signature is the legal equivalent of a manual signature. You further warrant that you, or the entity for whom you are authorized to use the Site, agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, constitutes a valid signature as if actually signed in writing. You also warrant that no certification authority or other third-party verification is necessary to validate an electronic signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of the electronic signature.

#### 2.3. Submissions

You agree that all information you submit in use of the Site will be information that you have the right and authority to disclose to Dhaxle. Where applicable, you agree that you will obtain written signed consent from each source, in the form required by law before requesting background screening reports relating to that Candidate, or you will use the Site to collect that consent on your behalf. If you have collected the consent yourself, you must deliver such consent to Dhaxle by uploading the signed consent form as part of the Submissions relating to that source.

You warrant that: (a) you have the right and authority to provide any personal information; (b) you have only disclosed information that is true, accurate and not misleading (including by omission) and nothing you have submitted is known by you to be false, inaccurate, or misleading; (c) you have identified the source that the submitted information relates to and confirm their identity as the source; and (d) your disclosure of information, or any engagement that may result from your disclosure of information, would not infringe any legal obligation that you or the source may have to any third party, including under laws related to copyright, trademark, patent, trade secret, confidentiality, notice period, restrictive covenant, non-competition or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party.

#### 2.4. Acceptable Use

You agree that you will neither use the Site in a manner, nor provide any Submission, that: (a) is defamatory, derogatory, degrading, misleading or harassing of another or constitutes an undue or unauthorized imitation; (b) invades another’s privacy or includes, copies or transmits another’s confidential, sensitive or personal information without that person’s consent; (c) promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene or not in good taste; (e) violates, infringes or promotes the violation or infringement of another’s rights, including intellectual property rights; (f) violates or promotes the violation of any applicable laws or regulations; (g) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (h) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. Dhaxle may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

#### 2.5. Security, Passwords and Means of Accessing the Site

You agree not to access or use the Site in any manner that could damage, disable, overburden, or impair any Dhaxle accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the Site or any Dhaxle accounts, computer systems or networks. You agree not to interfere, or attempt to interfere, with the proper working of the Site or any of Dhaxle accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access the Site or any of Dhaxle accounts, computer systems or networks without the Dhaxle’s express written permission.

Access to and use of password protected or secured areas of the Site are restricted to authorized users only. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of any password(s) or account(s), or as a result of your access to the Site. You agree to notify Dhaxle immediately of any unauthorized use of password(s) or account(s).

### 3. General Terms (these apply to all Users)

#### 3.1 Registration of the User

Access to Dhaxle’s Services will be granted by Dhaxle only to Registered Customers of Dhaxle, post the enrollment for the Services. User agrees and acknowledges that the Services provided herein are presently available in respect of select mutual funds only with whom Dhaxle has entered into a separate arrangement. User shall provide the required details and the documents for the purpose of the registration and enrollment:

*For the purpose of registering on the Website:*

* A valid email address has to be provided and a password has to be created.

*For the purpose of enrollment and using the Services of Dhaxle, the User has to provide the following details:*

* Copy of valid identification
* Bank account details
* Credit card/Debit Card
* Proof of address
* Photograph
* Contact person in case of emergency
* Signature

The above-provided information/details shall be uploaded by the User in soft copy form on the Website at the time of enrollment. Upon due verification of the documents, they shall be provided to the concerned regulatory authority to open an Account with Dhaxle for the transaction to be made by the Users.

During the registration process, the customer will be prompted to sign on the mobile screen. The Dhaxle app will capture the signature of the customer and will utilize it only to complete the registration. The signature does not allow Dhaxle to undertake any transactions other than those specified here.

Kindly Note: In the event, that any discrepancy is found, in any of the information provided by the user, for example, information in any of the documents provided does not match with the adjoining documents, such mismatch shall lead to the rejection of the documents. The privacy of the documents provided, or any such personally identifiable information provided to Dhaxle, shall be maintained under the[***privacy policy***](https://www.fisdom.com/privacy/) of the website.

#### 3.2. Reservation of Rights

The Site and content provided on or through the Site are the intellectual property and copyrighted works of Dhaxle, a Dhaxle Client, a Service Provider, or a third-party provider. All rights, title and interest not expressly granted with respect to the Site and content provided on or through the Site are reserved. All content is provided on an “As Is” and “As Available” basis, and Dhaxle reserves the right to terminate the permissions granted to you at any time.

#### 3.3. Indemnity

You agree to indemnify and hold harmless the Dhaxle, its officers, directors, employees, service providers and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including reasonable attorneys’ fees and costs, due to, or arising out of, any information you disclose to the Site, your violation of these Terms of Use, or your violation or infringement of any third-party rights, including intellectual property rights.

#### 3.4. Monitoring

The Dhaxle has no obligation to monitor the Site. However, Dhaxle reserves the right to review the Site and content and to monitor all use of and activity on the Site, and to remove or choose not to make available on or through the Site, any content (including Submissions) in its sole discretion. Dhaxle may remove content that is confidential or proprietary to you, or a third party, without permission from you or the third party.

#### 3.5. Termination of Use

Dhaxle may, in its sole discretion, at any time discontinue providing or limit access to the Site, in whole or in part. You agree that Dhaxle may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site in whole or in part. Dhaxle may terminate or limit your access to, or use of, the Site, if Dhaxle determines, in its sole discretion, that you have infringed the copyrights or other legal rights of a third party, or otherwise materially violated these Terms of Use. You agree that Dhaxle will not be liable to you or any third party for any termination or limitation of your access to, or use of, the Site.

#### 3.6. Third Party Web Sites, Content, Products and Services

The Site provides links to Web sites and access to content, products, and services of third parties, including users, advertisers, affiliates, and sponsors of the Site. Dhaxle is not responsible for third-party content provided on, or through the Site, or for any changes or updates to such third-party sites, and you bear all risks associated with the access to, and use of, such Web sites and third-party content, products, and services.

#### 3.7. Disclaimer

Except where expressly provided otherwise, the Site is provided on an “as is” and “as available” basis. Dhaxle expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the Site and all content provided on, or through, the Site. Dhaxle makes no warranty that: (a) the Site or content will meet your requirements; (b) the Site will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Site, or any content provided on or through the Site, will be accurate or reliable; or (d) any content obtained by you on or through the Site will meet your expectations.

Dhaxle will have no responsibility for any damage to your computer system or loss of data that results from the use of the Site.

Dhaxle reserves the right to make changes or updates to, and monitor the use of, the Site and content provided on or through the Site at any time without notice.

#### 3.8. Limitation of Liability

In no event will Dhaxle or its officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, or consequential damages; or damages for lost profits, revenue, data or data use, incurred by you or any third party, whether in an action in contract, or tort (including negligence), breach of statutory duty, strict liability, or otherwise, arising from your access to, or use of, the Site or any content provided on or through the Site.

#### 3.9. Exclusions and Limitations

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties of the disclaimer, exclusion, or limitation of certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set out in these Terms of Use, including those set out in Sections 3.6 (Disclaimer) and 3.7 (Limitation of Liability), do not apply and all other terms will remain in full force and effect.

#### 3.10. Conflict with Service Agreement and Privacy Statement

If there is a conflict between these Terms of Use and an applicable service agreement between Dhaxle and a Client, then the terms of the service agreement will prevail to the extent of the conflict. If there is a conflict between these Terms of Use and Dhaxle’s relevant privacy statement (<https://www.go.dhaxle.com/privacy>), then the privacy agreement will prevail to the extent of the conflict.

#### 3.11. Waiver and Severability

The failure of Dhaxle to exercise or enforce any rights or provisions in these Terms of Use will not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified, legal, and enforceable. The rest of the Terms of Use will not be affected.

#### 3.12. Applicable Laws

All matters relating to your access to, and use of, the Site and content provided on or through the Site, will be governed by U.S. federal law or the laws of the State of Delaware.

#### 3.13. Arbitration and Venue

Any controversy or claim arising out of, or relating to, these Terms of Use, or breach thereof, shall be settled by binding arbitration in accordance with the governing law as determined by these Terms of Use, the Federal Arbitration Act (insofar as it governs the arbitrability of such controversy or claim), and the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association in the Wilmington. Three qualified arbitrators shall be appointed in accordance with the Commercial Arbitration Rules (excluding Expedited Procedures) of the American Arbitration Association and these Terms of Use. Such qualified arbitrators shall be members of the Delaware bar and shall have at least five years of experience in the law relevant to the dispute in question. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure.

A stenographer shall be present at the arbitration proceedings and the stenographic record shall be the official record of the proceeding. The arbitrators shall provide written findings of fact and conclusions of law in justification of any arbitration award. Either party shall have the right of appeal of any decision by the arbitrators by filing a request for reconsideration of any arbitration decision with the American Arbitration Association. Upon receiving such a request, the American Arbitration Association shall reconsider the matter de novo using the foregoing procedures. Should the arbitration award be inconsistent with the governing law as specified by these Terms of Use, either party may immediately appeal the arbitration award to any court of competent jurisdiction over Dhaxle. Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction over the parties, unless a subsequent request for reconsideration has been filed by a party under this Section, or the award has been appealed to a court of competent jurisdiction under this Section.

The parties waive any right to bring representative claims on behalf of a class of individuals, on behalf of the public, as a private attorney general, or otherwise (the “class action waiver”). Except for this class action waiver, this clause may be severed or modified, if necessary, to render it enforceable under the Federal Arbitration Act.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website, and allowed under this Section, shall be instituted exclusively in the federal courts of the United States in the Southern District of Delaware or the courts of the State of Delaware located in the City of Delaware. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### 3.14. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### 3.15. Contact Information

If you have any questions regarding these Terms of Use, please contact Dhaxle at [**compliance@dhaxle.com**](mailto:compliance@dhaxle.com)**.**