

**General Terms & Conditions for Bug Bounty Program**

1. **Parties.** These terms represent the Bug Bounty Program Agreement (“Agreement”) that governs the Bug Bounty Services/Program from the Applicant/ You by the Company / Our / We/ Us (i.e. Paisabazaar Marketing and Consulting Private Limited).
2. **Bug Bounty Services/Program (“Services”).** You hereby undertake and agree that you have read the Company’s Bug Bounty Guidelines and PII Bug Bounty Guidelines and shall strictly abide by the terms mentioned therein.
3. **Confidentiality.** You (the “Receiving Party”) understand that We (the “Disclosing Party”) have disclosed or may disclose “Confidential Information” i.e. any information provided to the Receiving Party by the Disclosing Party or any of its affiliates or advisers in connection with the Services/Program, in whatever form but excludes information that is or becomes public knowledge or is known by the Receiving Party before the date the information is disclosed to it by the Disclosing Party or any of its affiliates or advisers or is lawfully obtained by the Receiving Party. The Receiving Party undertakes:
  - (a) to keep the Confidential Information strictly and absolutely confidential and not to disclose it to anyone other than to those persons permitted and to use the Confidential Information only in connection with the Agreement;
  - (b) not to copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information for purposes other than permitted purposes, without the Disclosing Party’s written consent.
  - (c) maintain security policies, procedures and controls that will enable Us to protect confidentiality and security of clients/ policyholders’ information.
4. **Data Protection.** You shall not cause privacy violations and disruptions to the Company or its customers, including and not limited to unauthorized access or destruction of data, downloading sensitive and personal information of customers, and interruption or degradation of the Company’s Services. You hereby agree that You shall comply with Our data security requirements as prescribed by Us from time to time. You warrant that You shall comply with all applicable laws governing or relating to privacy, data security. You shall maintain and comply with security procedures that are consistent with applicable industry standards.
5. **Intellectual Property Rights.** All rights, title and interest (including all copyrights, trademarks and intellectual property rights) that may be created or developed relating to the Services provided to Us shall be retained by Us. All existing IPR’s would continue to vest with the parties respectively.
6. **Force Majeure.** Neither Party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control.
7. **Term.** This Agreement will commence from the date you give your acceptance to this Agreement and the Bug Bounty Guidelines up to a period of ...One..... years.
8. **Termination.** We may terminate this Agreement on written notice of 30 (thirty) days if You fails to meet any material obligation and fail to remedy the breach within a reasonable period after being notified in writing of the details. We can terminate this Agreement anytime at our sole discretion by giving a written notice of 30 (thirty) days to You. In case You identify a vulnerability, you cannot terminate the Agreement.
9. **Indemnity.** To the fullest extent permitted by applicable laws, you shall indemnify Us, including our directors, agents, representatives and affiliates, against all claims by third parties and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the (a) breach or alleged breach of terms and conditions of this Agreement or any further Agreements executed (b) as a result of use of provisions of Services/Program and (c) infringement or a third party’s intellectual property.
10. **Records.** In case You inadvertently accesses any customer’s data or any other Company data without authorization while investigating an issue, you must promptly cease the activity that might result in further access of the customer data or Company data and immediately notify Us about such information which was accessed (including a full description of the contents of the information). You shall immediately delete the information/ data from your systems and produce evidence to the Company that such information/ data has been promptly deleted. You shall in such cases acknowledge the inadvertent access in the program report (“Report”) which You shall subsequently submit. Any records and reports maintained by You of your activities carried out for Us under this Agreement, shall be immediately destroyed post submission of final Report to Us. A data purging certificate would be provided by You to the Company immediately post submission of final Report or Termination of the Agreement to the Company. In case of authorized access to the customer or Company data, you shall in good faith immediately destroy/ permanently delete the data as soon as the data becomes redundant to You and provide Us with the data purging certificate for the same.
11. **Related-Party transactions.** You confirm that You are not a Related Party under the meaning of the Companies Act, 2013 and any rules thereto and undertakes to disclose the same forthwith to Us in the event You become a Related Party.
12. **General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. The Agreement will be governed by the laws of India and the courts of Gurugram, Haryana will have exclusive jurisdiction in case of any disputes between the Parties.
13. **Survival.** The following provisions shall survive termination of this Agreement: Clause 3 (Confidentiality), 4 (Data Protection), 5 (Intellectual Property Rights), 8 (Termination), 9 (Indemnity), 10 (Records). Any other term in the Agreement which by its very nature extends beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both Parties.
14. **Governing Law and Dispute Resolution.** These Terms and Conditions shall be governed by, and construed in accordance with, the laws of India, without regard to the principles of conflict of laws of any other jurisdiction. Subject to the foregoing provisions of this Clause, courts of Gurugram, India shall have exclusive jurisdiction, for remedies available at law to such party.
15. You understand that participation in this program does not entitle You for any monetary compensation or bug bounty, and the same shall be at the discretion of the Company. The decision of the Company in this context shall be final and binding.
16. **Supersede.** In an event, that there is any conflict between the provisions of this Agreement and Bug Bounty Guidelines published on the Company’s website, the terms mentioned under the Bug Bounty Guidelines shall prevail.