

TERMS AND CONDITIONS

This document contains the terms and conditions ("Terms") under which Abhi (Private) Limited ("we", "us", "our" or "Abhi") provides its Service defined hereunder to our client ("you", "your" or "Employee").

These Terms shall be effective from the date you register an account with us, which signifies your acceptance of these Terms and continue in full force and effect indefinitely unless and until terminated according to these Terms.

Please read these Terms carefully before you start using our Services. If you do not understand anything in these Terms, you can reach out to us through communication channels indicated in these Terms. If any part of these Terms, including subsequent amendments, is not acceptable to you, kindly refrain from using or accessing our Services.

1. DEFINITIONS AND INTERPRETATIONS

If not explicitly stated otherwise in the text of these Terms, terms and definitions written with capital letters shall have the following meanings, wherein words denoting singular shall include the plural and vice versa:

Abhi Salary Card – means the card subscribed by you and provided by us/Abhi for the easy access to your Earned Wage.

Account – means the account that you register with us through the App to gain access to our Services under these Terms.

Applicable Law – means any applicable statutes, enactments, decrees, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, board, or a court, in force at the relevant time in the Islamic Republic of Pakistan.

Abhi Pay Later – means the 'buy now pay later' services for sale & purchase transaction executed between you and the Merchant via our Marketplace, whereby you undertake to pay the price of the purchased Product in installments, by using your Earned Wage directly.

Contract – means an e-commerce transaction, which is a legally binding agreement formed between you and the Merchant for the Purchase of Product sold via the Marketplace.

Earned Wage Access (EWA) – means the early access to a portion of your accrued salary accessible to you through the App or through the Abhi Salary Card.

eCIB – means the Electronic Credit Information Bureau of Pakistan which collects and organizes data and credit history on borrowing and credit worthiness of borrowers from their respective financial institution.

Installment – means the fixed and manageable installments in which you can Purchase your desired Product from the Marketplace which at no point shall exceed four (04) installments.

Listing – means a Product page created by the Merchant on the Marketplace. Listing includes description, price, and other relevant details of the Product as prescribed by the Applicable Law governing consumer protection.

Marketplace – means our App, where you can engage in an e-commercial transaction related to the Purchase of Product.

Mobile Application (App) – means an application software designed to run on your mobile device and which provides you with an access to our Services.

Merchant – means any individual or entity, which has entered into an agreement with us for offering its Products on our Marketplace.

Order – means an order placed by you through your Account for the purchase of Product listed on the Marketplace.

Product – means any tangible item offered by the Merchant for sale on the Marketplace.

Purchase – means the process of buying Products on the Marketplace, including Order placement, payment, and delivery. Our Services allow you to benefit from regular and Abhi Pay Later Purchases with the Merchant.

Purchase Limit (Limit) – means a threshold that reflects the result of your creditworthiness evaluation conducted for the purpose of facilitating your Abhi Pay Later Purchases with the Merchant. This limit is communicated to you through your Account. You will not be allowed to Purchase a Product whose total value either exceeds 70% of your EWA balance or the individual installment of each month exceeds 35% of your total salary.

Partner Organization (Partner) – individual or entities, engaged in providing you with accompanying services (e.g., delivery, consultation and etc.) related to your Purchases (“**Accompanying Services**”).

SECP – means the Securities and Exchange Commission of Pakistan under which Abhi is licensed as a non-banking financial company (NBFC).

Services – means services provided to you by us, as described under Clause 4 of these Terms.

2. LEGAL RULES WE FOLLOW

As a regulated entity, we work under specific legal laws, rules and regulations including, but not limited to:

- Contract Act, 1872,
- Electronic Transaction Ordinance, 2002,
- Prevention of Electronic Crimes Act, 2016,
- Consumer Protection Act, 2005,
- All the NBFC-IFS regulations are laid out by the SECP,
- All the banking, payment gateway, AML, and counter-terrorism regulations laid out by the SBP in the [Branchless Banking Act of 2008](#),
- and all other applicable acts of the Islamic Republic of Pakistan.

3. GENERAL PROVISIONS

- 3.1. These Terms governs the terms and conditions under which you use and access our Services.
- 3.2. Together with the accompanying documents mentioned herein, these Terms, among other important details, provides information about our identity, terms and conditions of rendering Services, rules related to transacting with Merchants, the modification or termination of these Terms.
- 3.3. In addition to these Terms, your use of our Services is governed by our Privacy Policy and in-App instructions. Documents listed in this clause are collectively referred to as the “**Policies**” and are incorporated by reference. The Policies form a part of these Terms and in case of any conflict between these Terms and the Policies, the latter shall prevail.
- 3.4. These Terms will be shown to you during the Account registration process. You must accept these Terms before creating an Account. You signify your acceptance to these Terms (including the Policies) by creating and registering your Account.
- 3.5. By registering an Account with us, you agree and confirm that you have read and understood these Terms and the Policies, and a legally binding and enforceable agreement has been created and you shall be bound by such agreement.

4. OUR SERVICES

- 4.1. Our Services are designed to provide you with an e-commerce solution, which operates as such:
 - 4.1.1. we maintain your Account following your registration with us pursuant to Clause 5;

- 4.1.2. through your Account you can interact with the Merchant for executing Contracts pursuant to Clause 6;
- 4.1.3. we will assign you with Limit to facilitate your Abhi Pay Later Purchases with Merchants;
- 4.1.4. in our App we also provide you with access to Accompanying Services to facilitate your Purchases with us, such as Installment notification regarding the deduction of the due Installment from your EWA.
- 4.2. Our Services are only meant for personal use. It is prohibited to use our Services for any business or commercial purposes.
- 4.3. We do not participate in any Contract entered into between you and the Merchant through the Marketplace. We merely facilitate the interaction between you and the Merchant.
- 4.4. Accompanying Services are offered by our Partners, which are independent service providers. Thus, such services are governed by the terms and rules of our Partners and are applicable to your relationship with them only.
- 4.5. By providing your details to us at the time of registration and pursuant to the use of Services and the App, you hereby affirmatively consent to our use of your details for contacting you directly in order to perform the Services, including but not limited to occasionally sending notifications, text messages with promotional offers, service updates and reaching out to you to survey regarding the quality of the App and Services or otherwise.
- 4.6. We will not offer Services other than those detailed in these Terms.

5. REGISTRATION AND USE OF ACCOUNT

5.1. Account registration

- 5.1.1. In order to use our Services, you must register for an Account with us. Before doing so, you must ensure that:
 - (a) you are a natural person who is at least 18 years old and have the legal capacity to engage in and enter into these Terms;
 - (b) you have a registered mobile phone number;
 - (c) you hold a valid payment card;
 - (d) you do not already hold an Account or you did not previously hold an Account that was terminated by us in accordance with Clause 7.9.4. or suspended by us in accordance with Clause 7.9.5.

If you, after being registered for an Account, cease to meet the eligibility criteria mentioned in this clause, you shall immediately notify us of the same and must stop using our Services. We retain the right to terminate your access to, and the use of, our Services in such an event in accordance with Clause 7.9.4 of these Terms. Your continued use of the Service would be a breach of these Terms, and may violate Applicable Laws, for whose consequences you would be solely liable.

- 5.1.2. You are allowed to register only one Account under these Terms. We are not obliged to register any Account for you. We reserve the right to reject your application to register an Account without providing any explanations for our decision at our sole discretion.
- 5.1.3.** You can register for an Account through the App. This requires you to install the App on your device and verify your phone number by one-time password sent thereto via SMS. Following the verification, you must set the password to your Account.
- 5.1.4.** Your credentials for accessing and using your Account are: (a) your phone number, and (b) the password you set for accessing the App ("**Credentials**"). Your password may be entered

automatically by using face or fingerprints recognition or any other similar technology supported by the operation system of your device.

- 5.1.5.** To complete the Account registration, you will need to provide the necessary information and documents on the registration page of the App. Please ensure that you follow all the in-App instructions provided for this purpose. The registration process will be considered complete once you have successfully followed and completed all the specified steps and instructions. These Terms between us is deemed executed once you complete the registration procedure pursuant to this Clause 5.1.
- 5.1.6. If you would like to avail yourself of Abhi Pay Later Purchases with the Merchants, you will be required to provide additional information and complete additional steps as per in-App instructions. We will assign you with the Limit once you complete all the required steps. The Limit represents the evaluation of your creditworthiness based on the information and documents you have provided us, and pursues facilitation of the approval of your Abhi Pay Later Purchase with the Merchant only. It does not necessarily imply the Merchant's agreement and consent with our assessment. Therefore, the Merchant reserves the right to reject your Order for a Abhi Pay Later Purchase at its sole discretion.
- 5.1.7. You must provide us with accurate, complete, and up-to-date information during the Account registration and ensure that it remains updated and accurate thereafter. You shall be responsible for updating your own data that can be amended at any time from the respective interface on the App. You agree that we, and where applicable, our Partners, may make necessary inquiries to validate the information you provide us. These inquiries may involve cross-checking your information against third-party databases. You provide us and our Partners with your consent to undertake such verification. Such inquiries are essential for our Services and for us to fulfill our obligations under these Terms. If we discover that you have provided false or misleading information, this may be considered as a breach of these Terms, and lead to us terminating these Terms and your right to access and use the Services.
- 5.1.8. You agree to provide us with the information and documents we request from time to time in a format acceptable to us for the purpose of identity verification, creditworthiness assessment, detecting fraud or any other illegal activities as required under Applicable Laws and permit us to keep a record of and process such information.
- 5.1.9. Certain categories of the information provided by you will be shared with our Partners in order to provide you Supplementary Services. For more details on the categories of information shared with us and our Partners, please visit our Privacy Policy.
- 5.1.10. Please note that your EWA balance will be utilized by us to execute payments under your Contracts and we may ask you for one-time password sent to your phone number linked to your Account.

5.2. Account activity and security

- 5.2.1. You understand and acknowledge that all activities in your Account and any use of the App, our Services or Accompanying Services shall be deemed to be performed by you or authorized by you. We are hereby authorized to act upon, rely on and hold you solely responsible and liable in respect on any instructions submitted through your Account, including those related to your Orders.
- 5.2.2. When accessing your Account and using our Services, you hereby acknowledge and agree that you are solely responsible for maintaining the confidentiality and security of your Credentials.
- 5.2.3. You must ensure that you do not disclose your Credentials or any one-time passwords sent by us to any third party, and take all necessary safety precautions to protect the security of your Account, including the security of the device you use to access your Account.
- 5.2.4. If any of your Credentials are compromised, or you lose possession or control of the device through which your Account is accessed, you must notify us immediately via the communication channels indicated in Clause 8.4.6 of these Terms. This will allow us to block your Account and prevent unauthorized use of the same.

5.2.5. You agree and acknowledge that you shall be bound by and agree to fully indemnify us against any and all losses arising from the use of or access to the App through your Account.

5.3. Prohibited activities

5.3.1. You must not:

- (a) use our Services in violation of the Applicable Law or for illegal purposes, including but not limited to purchase of illegal products such as tobacco, firearms, controlled substances, etc.;
- (b) use our Services for any commercial, or business, or for-profit purpose;
- (c) use the Services or App to defraud any person or entity.
- (d) do or omit to do anything that amounts to a breach of these Terms, including our Policies and the terms and conditions of Merchants, or our Partners engaged in providing you Supplementary Services;
- (e) take any action that causes disruptions or harm to our App or overburdening of our servers through automated methods or accessing our Services in a manner that goes beyond the scope of your authorized access of the Account;
- (f) attempt to copy, reproduce, exploit or expropriate our various proprietary directories, databases and listings.
- (g) be involved in any computer viruses or other destructive or interruptive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software of hardware system, data or personal information.
- (h) Be involved in any scheme to undermine the integrity of the data, systems or networks used by us and/or any other user of the App or gain unauthorized access to such data, systems or networks.
- (i) circumvent any of our Policies and determinations with regard to your Account such as creating new or additional Accounts and using someone else's Account;
- (j) take any action which we reasonably determine to diminish our business operations, reputation and goodwill, or those of Merchants and our Partners;
- (k) use our Service to commit fraud, misrepresentation, spamming, hacking, and unauthorized access to other users' accounts;
- (l) engage in any activities that would otherwise create any liability for us or our affiliates.
- (m) use our Services for any other purposes than those explicitly specified in these Terms.

6. RULES AND CONDITIONS OF SALE

6.1. General provisions

6.1.1. This Clause 6 of these Terms provides for the provisions pertaining to the Contracts you will execute with Merchants on the Marketplace. You should read these conditions very carefully before placing an Order for any Product offered by the Merchant on the Marketplace.

6.1.2. Your Order is your legal offer to purchase a Product listed on the Marketplace and is subject to acceptance by the Merchant. The Contract for purchase of a Product is deemed executed upon its confirmation (acceptance) by the Merchant. We will notify you of the same through your App.

6.1.3. You and Merchant are solely responsible for the Contract you enter into. We are not liable for any interactions or disputes between you and the Merchant. We do not endorse, guarantee, or control the quality, safety, legality, or availability of the Products listed on the Marketplace.

Merchants are responsible for complying with all applicable laws and regulations regarding their Products.

6.2. Listings

- 6.2.1. Listings and content expressed on the Marketplace are created by Merchants and shall provide you with representations on price, quantity, stock availability, specifications, and any terms and conditions of sale of the Merchant.
- 6.2.2. Merchants are responsible for creating Listings and as such we do not guarantee their accuracy. We will provide the availability information for the Listings. However, we cannot provide any further confirmation regarding Product's availability beyond what is stated on the Listing page of a Product.
- 6.2.3. Pursuant to these Terms, you have the option to make an instore Purchase with the Merchant for the Products, which do not have Listings at the time of Order placement. In these cases, Listings will be created simultaneously with the Order's placement as specified in Clause 6.3.2.
- 6.2.4. The prices of the Products listed on the Marketplace are set by the Merchants in Rupees and include all applicable taxes. Prices in your shopping cart will always match with the most recent price indicated on the Listings page. Please note that adding a Product to your cart does not reserve the price of the same. We will do our best to provide accurate pricing information on the Marketplace, however occasional errors may occur, which may result in incorrect display of prices.

6.3. Placing and processing Orders

- 6.3.1. By placing an Order for Products through the Service, you warrant that you are legally capable of entering into binding contracts.
- 6.3.2.** You can place an Order through your Account by selecting the Product on the Marketplace.
- 6.3.3. Your Order must be complete, accurate and shall contain all the commercial terms of the proposed Contract. Incomplete or inaccurate Orders will not be accepted and processed by us. Mandatory commercial terms of the Order include information contained in the Listings, as well as, without limitation, information on the mode of Products' handover (*i.e.*, pickup at the store or delivery) and payment terms (*i.e.*, regular or in installments), and etc.
- 6.3.4. You must be assigned with a Limit pursuant to Clause 5.1.6 of these Terms in order to place Orders for Abhi Pay Later Purchases with Merchants.
- 6.3.5. To avail Abhi Pay Later you shall be required to generate a request through the App. This request shall then be populated on a 'Google Tracking Sheet' with relevant information as required by 'Risk for Undertaking', which includes the following:
 - (a) Unique ID (internal loan ID number to track collection);
 - (b) Employee Name;
 - (c) Mobile Number;
 - (d) CNIC;
 - (e) Organization;
 - (f) EWA salary;
 - (g) Product details;
 - (h) Total cost; and
 - (i) Monthly Installment Amount.

Once all the above mentioned details are filled on the Tracking Sheet, Risk will run an eCIB check on your Abhi Pay Later request.

- 6.3.6. **Case Rejection:** If the eCIB check is "Negative", based on the relevant risk parameters, the Risk function will Update "Negative" in the designated Risk column of the Tracking Sheet and add comments as to why the case was rejected.
- 6.3.7. **Case Approval:** If the eCIB check is "Positive", based on the relevant risk parameters, the Risk function will update "Positive" in the designated risk column of the Tracking Sheet.
- 6.3.8. **Order Confirmation:** Upon Risk approval, the designated customer support officer ("Officer") shall call you and confirm the Order. The Officer will attempt to call you three (03) times during peak hours.
- (a) Order Cancellation: If you decide to cancel your Abhi Pay Later request during the confirmation call, customer support shall enter "Order Cancelled" in the "Order Confirmation" column on the Tracking Sheet and the Officer shall reject the Order on the App. You shall also have two (02) working days to cancel your request after placing your Order and before the Risk (eCIB approval). If you are unresponsive and do not receive the call from our Officer, then the Order will be cancelled automatically.
- (b) Order Acceptance: If the Order is accepted by you, the Officer will confirm and/or add the order details and the delivery address or self-pick up of Product; and enter "Order Approved" in the "Order Confirmation" column on Tracking Sheet and the Officer shall approve the Order on the App. As soon as the Order is approved, the first Installment of the Product shall be deducted from your EWA balance.
- 6.3.9. Once Order is accepted, it will be forwarded to the Merchant for confirmation. The Contract for the purchase of the Product is deemed executed upon confirmation (acceptance) of your Order by the Merchant. Please note that the confirmation of the Merchant for the Abhi Pay Later Purchase is conditioned on the successful payment of the initial installment under the Contract. If for any reason the payment of the initially installment amount becomes impossible your Order will be declined immediately.
- 6.3.10. The Merchant retains the right to decline any Orders at its sole discretion. Please note that we do not have any control over the decision of the Merchant regarding your Order, including those related to Abhi Pay Later Purchase. We will inform you of the status of your Order via in-App notification or SMS. If confirmed, and subject to the details of your Order, you will be able to receive the Product through your selected delivery method.
- 6.3.11. Please note that delivery estimates are determined by the Merchant and we do not make any representations and guarantees as per their accuracy and your reliance upon them. The Merchant holds responsibility for delivering Orders or ensuring they are picked up once all relevant details and proof of payment is provided. Once an Order has been successfully handed over to you, the Merchant shall inform us of the same and an Officer shall call you to confirm if you have received the Product and the Tracking Sheet shall be updated accordingly.
- 6.3.12. You will be provided with a receipt through your Account containing all the relevant information regarding your Purchase. The payment/Installment schedule ("**Payment Schedule**") will be provided through your Account.
- 6.3.13. We and the Merchant retain the right to cancel any Order in case of mispricing, Product's unavailability and other similar cases, regardless of whether the Order was confirmed by the Merchant and/or payment was processed. Additionally, we reserve the right to refuse or cancel your Order if fraud or an unauthorized or illegal transaction is suspected.

- 6.3.14.** You may cancel your Order at no cost any time before the dispatch of the product to you in case you choose delivery for your Purchase.
- 6.3.15. Except for your payment obligations as specified in these Terms and specifically in Clause 6.4 below, we shall not be responsible for any non-performance or breach of any Contract entered between you and the Merchant. We cannot and do not guarantee your actions or the transactions/Orders placed on the App. We are not required to mediate or resolve any dispute or disagreement arising out of the Order occurring on the App.

6.4. Payments

- 6.4.1.** Payments under the Contract shall be executed by you either (a) on a full prepayment basis for the regular Purchases or (b) in installments as specified in the Payment Schedule for your Abhi Pay Later Purchase.
- 6.4.2. Payments shall be made exclusively through cashless transactions by using your payment card (debit card) in the payment gateway made available in the App and/or your EWA Balance/Abhi Salary Card. You agree and acknowledge that we are not a party to or control in any manner the payment gateway.
- 6.4.3. You agree that recurring (automatic) payments for the Installments shall be deducted by us from your EWA balance. Thus, you acknowledge and authorize us to deduct the Installments on due dates agreed in the Payment Schedule.
- 6.4.4. You understand that the Merchant or our Partner reserves the right to revise the prices at any time prior to accepting an Order. The prices quoted may be revised by the Merchant or our Partner subsequent to accepting an Order in the event of any occurrence effecting delivery caused by governmental action, variation in custom duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Merchant or our Partner. In that event, you will have the right to cancel your order.
- 6.4.5. Please note in respect of your Abhi Pay Later Purchase you will not be able to unlink your Abhi Salary Card until full and proper discharge of your payment obligations under your Abhi Pay Later Purchase with the Merchant.
- 6.4.6. Any third-party fees, charges and costs associated with your Contract shall be borne solely by you.

6.5. Return, exchange and refund

- 6.5.1. Returns, exchange and refunds under the Contracts will be executed in accordance with Merchants' relevant policies governing these matters.

6.6. Undelivered Orders

- 6.6.1. The Merchant and/or the Partner, as applicable, shall make two (02) attempts to deliver the Order. In case an Order is not picked up or is unsuccessful in delivery, the Order shall be sent to our head office in Karachi and you will remain bound to pay the Installments as per policy.
- 6.6.2. In the event you call customer support to claim your Product/Order, you shall be directed to pick it up from our office by the respective Officer.

6.7. Resignation and/or Organization Disablement

- 6.7.1. If you have resigned/terminated from your relevant organization and received the Order as well, then all remaining Installments shall be deducted from your EWA balance and included in your settlement invoice.

- 6.7.2. If you wish to resign from your organization and pay the full amount of the Product, then you will be required to sign an undertaking (insert link) to make a full payment to Abhi's account details as follows:

Bank Name: MCB Islamic

Account Number: 11004874970023

Account Title: Abhi PVT LTD – ABH019

- 6.7.3. If an organization, where you are employed, has active Installment payer(s), is made inactive from our end due to non-repayment of their EWA balance and not enabled for more than 10 days after they are due or we have terminated our services with the organization, we shall contact and ask you to make a balloon payment. If you refuse to do so, we shall lock your device through "Data Culture". For more information on DataCulture, please click here.

7. OTHER RELEVANT PROVISIONS

7.1. Our Privacy Policy

- 7.1.1. We process your personal data in accordance with our Privacy Policy and as described in these Terms. Our Privacy Policy will always be accessible through the App and through our website.
- 7.1.2. You are required to signify your consent to our Privacy Policy during the Account registration process. If you are not comfortable with how we handle your personal data, as explained in the Privacy Policy, you should not use our Services.
- 7.1.3. Where relevant, you may be required to confirm your consent and authorization for processing your personal data for each operation to be conducted in respect of the same, in addition to your consent given at the time of Account registration.

7.2. Intellectual property

- 7.2.1. Our App and Services, along with their content, text, graphics, logos, and images, as well as all other intellectual property, including, copyrights, patents, database rights, trademarks, and service marks, are either owned by us, our affiliates, and our Partners engaged in providing you with the Supplementary Services. We and/or such Partners and other third parties, retain all rights, title, and interest in all these objects of intellectual property.
- 7.2.2. Nothing in these Terms will function to transfer or assign any of our or third-party's intellectual property rights existing as at the date we entered into these Terms and any intellectual property rights which are created or developed during the term of these Terms or otherwise.
- 7.2.3. In consideration of you agreeing to abide by the terms of these Terms, we grant you a limited, non-exclusive, revocable, non-transferable and non-sublicensable right to use the App on your device solely for accessing our Services and for no other purpose whatsoever. You are authorized solely to view and to retain a copy of the pages of the App for your own personal use.
- 7.2.4. You are prohibited from:
- (a) reverse engineering, disassembling, copying, modifying, tampering with, attempting to derive the source code of, creating derivative works of our App or any content present therein;
 - (b) engaging in any data mining, data extracting, or any similar activity, in relation to our App; and
 - (c) removing or altering any copyright, trademark or other proprietary notice or legend displayed on the App.
- 7.2.5. In order to keep the App up-to-date, we may update it at any time without giving a notice to you in this regard.

7.3. Risk and Liability

6.3.1 You acknowledge and agree that you shall be assuming full risk of conducting any transaction in connection with the Products and Merchants, including risks of liability or harm of any kind in connection with subsequent activity of any kind that are the subject of transactions using the App. Such risks shall include, but are not limited to, misrepresentations of the Products offered or displayed on the App which may violate or may be asserted to violate your rights and the risk that you may incur costs of defense or other costs in connection with assertion of your rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by third party rights claimants. All of the foregoing risks are hereafter referred to as "transaction risks". You agree that we shall not be liable or responsible for any damages, claims, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any transaction risks.

7.4. **Language and communications**

7.4.1. You hereby acknowledge and agree that our Services and communications, including with respect to the conclusion of these Terms, will be provided in English. We may, at our option, provide the Services, Terms, Policies and communications in another language in addition to English. In case of a conflict between the interpretation of the communications, Terms, Policies in English and another language, the interpretation in English will prevail.

7.4.2. We will send you any and all communications and information related to our Services and your Account, including but not limited to: (a) to these Terms (Policies) and any amendments, modifications or supplements to it; (b) notifications and confirmations pertaining to the status of your Orders, terms of your Contract with Merchant (including Payment Schedule), etc.; (c) customer service communications; and (d) any other disclosures, notices, notifications, demands and communications provided in connection with the Services, including those mentioned under these Terms or otherwise required by Applicable Law ("**Communications**") in electronic format and through our website, email, App or SMS.

7.4.3. A Communication sent to you is considered as received by you:

- _ within 24 hours after it being posted on our websites
- _ withing 24 hours, in case sent by email
- _ immediately, in case sent by in-App notification or SMS

7.4.4. You hereby acknowledge and agree: (a) to receive Communications from us in an electronic format and that any such Communications shared electronically satisfy any legal requirement that such communications would satisfy if it were in physical form or sent by traditional mail; (b) that it is your responsibility to ensure that you regularly review your email, your Account, SMS and our website to review Communications delivered through those means and that we are not liable for any losses caused as a consequence of failing to do so.

7.4.5. You agree to keep your phone number (including any additional contact numbers) and email address, provided during your Account registration up-to-date and immediately notify us if there are any changes. Delivery of any Communication to your phone number, email address or App as specified on records maintained by us shall be deemed valid and effective delivery.

7.4.6. You can contact us through the following communication channels:

- email: connect@abhi.com.pk;
- telephone: 021-111-224-475; and
- support facility on App

7.4.7. If, and where required by the Applicable Law, certain communication must be exchanged in a written form and dispatched physically by mail or courier.

7.5. **Limitation of liability**

- 7.5.1. Nothing in these Terms shall exclude or limit our liability to you where it would be unlawful to do so.
- 7.5.2. Our responsibility is limited to maintain proper interaction between you and the Merchant. We shall not be held responsible for any errors or disputes arising from your Contract with the Merchant. In the event of any errors or disputes, we encourage you to directly contact the Merchant to seek resolution and recourse.
- 7.5.3. We do not guarantee the accuracy, reliability, or completeness of any information or content provided on our Marketplace. It is your responsibility to verify the accuracy and suitability of any information or content before relying on it.
- 7.5.4. We will not be liable for the Orders placed via your Account in the following instances:
 - (a) if you have engaged in illegal or fraudulent activity;
 - (b) if you have intentionally or with gross negligence compromised the security of your Account or failed to comply with the security requirements outlined in these Terms;
 - (c) if you do not promptly notify us of any loss or unauthorized use of your Credentials or other security measures that could potentially compromise the security of your Account.
- 7.5.5. We will not be liable for any harm, damage or losses you may suffer if we cannot perform our obligations under these Terms due to circumstances out of our control, including:
 - (a) Force Majeure events;
 - (b) any legal or regulatory requirements;
 - (c) suspension of our Services resulting from maintenance and upgrades to our systems or the systems of our Partners;
 - (d) suspension of your Account in accordance with Clause 6.9.5 hereof; and
 - (e) malicious attack on our systems and servers.
- 7.5.6. We will not be liable for any harm, damage or losses you may suffer due to a virus, spyware, scareware, Trojan horses, worms or other malware or harmful material that may infect the device you use to access our Services.
- 7.5.7. We will not be liable to you for any harm, damage or loss to you arising from the acts or omissions of any third parties, including our Partners. Your relationships with these third parties and Partners are independent of these Terms. You can seek recourse for such acts or omissions by directly contacting such third parties or Partners.
- 7.5.8. Our Services are only meant for personal use. It is prohibited to use our Services for any business or commercial purpose. We will not be liable to you for any harm, damage or loss to you arising from the use of our Services for such purposes, including any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 7.5.9. We will not be liable to you for any harm, damage or loss to you arising from any act or omission that is in breach of these Terms or violates the Applicable Law.
- 7.5.10. Our App is an independent platform, and may include links to third-party websites we do not operate or control. These links are for your convenience and for information only. If you decide to leave the App and access such websites, you do so at your own risk. We are not in any way responsible for any situation related to such third parties and are not responsible for any failure related to the third parties' products or product model, mark, reliability, adequacy, originality, availability or legality. As such, we will not be liable to you for any harm, damage or loss to you arising from you visiting any such websites.

7.6. **Indemnity**

- 7.6.1. You agree to promptly defend, fully indemnify and hold us harmless from and against any and all liabilities incurred or suffered by us or any of our affiliates and associates (as well as their respective shareholders, directors, officers and employees), including but not limited to, losses, damages, liabilities, expenses, costs and reasonable legal, accounting and other fees arising

out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:

- (a) your use of, or conduct in connection with, the App or our Services;
- (b) your actual or alleged breach of these Terms, our Policies or the terms and policies of Merchants and of our Partners;
- (c) your actual or alleged violation of any Applicable Law, or the rights of any third party;
- (d) any false, inaccurate or misleading information you provide to us, in the course of providing you the Services; and
- (e) any breach by you of any of the representations, warranties and undertakings you have made under these Terms.

7.6.2. You hereby expressly release us, our affiliates and associates (as well as their respective shareholders, directors, officers and employees) from any cost, damage, liability or other consequence of any of the actions or inactions of the Merchants, our Partners or other service providers and specifically waive any claims or demands that you may have in this behalf under any agreement or the Applicable Law.

7.7. **Representation and warranties**

7.7.1. We make no representation or warranty that the App and our Services will meet your requirements, be available at any particular time or location, function in an uninterrupted manner or be secure or that any defects or errors will be corrected. You assume full responsibility and risk of loss resulting from your use of our App and Services. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in these Terms.

7.7.2. You shall have access to our Services 24 hours / 7 days, except for any planned or unexpected shutdowns during operating and non-operating hours. Such planned or unexpected shutdowns may also take place at our Partners' end. You acknowledge that such shutdowns may result in either partial or no access to our Services.

7.7.3. We provide no guarantees, warranties or representation either explicitly or implicitly, about the Products and Supplementary Services offered by Merchants and our Partners through the Marketplace. This includes any implied terms related to the quality, suitability for a specific purpose, or adherence to the product or services description. We are not responsible for any mistakes or omissions, whether made by Merchants or our Partners, and we disclaim any liability in such cases.

7.7.4. It is important to understand that we never acquire title or any rights to the Products or Supplementary Services offered by Merchants and our Partners. Therefore, we bear no obligations or liabilities in relation to the Contracts and agreements formed between you and the Merchants or any other services providers. Furthermore, you acknowledge that we cannot be held accountable for any instances of unsatisfactory or delayed service performance, as well as any damages or delays caused by products that are out of stock, unavailable, or placed on backorder.

7.8. **Changes and amendments**

7.8.1. We reserve the right to amend, replace, supplement, or delete ("**Changes**") any provision of these Terms or any document which form part of it, including but not limited to our Policies, at any time at our sole discretion.

7.8.2. The updated version of these Terms (including Policies) shall be considered effective from the time they are posted in the App or our website. You are advised to regularly check these Terms and Policies to stay updated.

7.8.3. If you continue to use the App even after the Changes are introduced, then it will constitute as your acceptance of revised/changed Terms and Policies. If you do not agree to the new Changes, in whole or in part, please stop using the App and availing our Services.

7.9. Termination and suspension

7.9.1. You may terminate these Terms and close your Account at any time by sending us a notification of termination at least fourteen days (14) days prior to the intended termination date of these Terms via the communication channels indicated in Clause 7.4.6 hereof.

7.9.2. Termination of these Terms with us does not relieve you of your obligations under the Contracts executed with the Merchants. Therefore, you must fully discharge your obligations under those Contracts.

7.9.3. We may terminate these Terms and close your Account, for any reason and at any time, by giving you at least days (14) days' notice via the communication channels indicated in Clause 7.4.2 of these Terms.

7.9.4. We may terminate these Terms and close your Account with immediate effect and without prior notice if:

(a) you cease to meet the eligibility criteria under Clause 5.1.1;

(b) you breach any part of these Terms or the Policies;

(c) a change in the Applicable Laws limits our ability or makes it illegal to provide you with access to some or all of our Services;

(d) we are required to do so under Applicable Laws to terminate these Terms or are directed by any competent court, authority to do so;

(e) we have reasonable suspicions to believe you are in breach of any Applicable Law;

(f) we are unable to provide our Services to you through the inability of any third party to provide us with any service that are necessary to provide you with our Services.

7.9.5. We may suspend your Account if:

(a) we receive your notification on an unauthorized or fraudulent use of your Account;

(b) we have reasonable concerns about the unauthorized or fraudulent use of your Account;

(c) we are required to do so under Applicable Laws or are directed by any competent court or authority to do so.

We shall notify you of the suspension of your Account and the reasons behind it, if possible, prior to the suspension or promptly thereafter via the communication channels indicated in Clause 7.4.2.

7.9.6. In the event that your Account is suspended in accordance with Clause 6.9.5, you will not be able to access your Account. In order to re-activate your Account, you must contact us.

7.9.7. All provisions of these Terms which by their nature should survive termination will survive termination, including, without limitation, the respective provisions of Clauses 7.1., 7.2., 7.3., 7.4., 7.5., 7.6., 7.7. and 7.9. of these Terms.

7.10. Independent Contractors

7.10.1. Nothing in these Terms gives rise to the formation of a partnership or agency relationship between you and us.

7.10.2. Neither party is authorized to act as an agent for the other, or to commit or undertake any obligations on behalf of the other party, and neither party shall represent itself as possessing such authority.

7.11. Waiver

6.11.1 Our failure to enforce any provision of these Terms does not constitute a waiver of that

provision or any other provision.

7.12. Assignment

- 7.12.1. You shall not transfer or assign any rights, obligations, or privileges that you have under these Terms.
- 7.12.2. We may transfer, assign, and/or novate these Terms and/or any of our rights under these Terms at any time without your consent. We will notify you if we plan to do so.

7.13. Governing Law

- 7.13.1. The terms of these Terms are governed by the Applicable Law. This means that these Terms and any dispute or claim arising out of or in connection with it will be governed by the Applicable Law.
- 7.13.2. You hereby acknowledge and agree that the courts of the Karachi will have exclusive jurisdiction over any dispute arising from or in connection with these Terms.
- 7.13.3. In the event that any dispute, controversy or claim the Parties shall endeavor to resolve it within thirty (30) days after notice of such dispute.

7.14. Force Majeure

- 7.14.1. We shall not be liable for any delay, interruption, or failure to perform any obligations under these Terms due to events or circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, government actions, or any other events beyond our control.
- 7.14.2. In the event of a force majeure event, we will make reasonable efforts to mitigate the impact and resume normal operations as soon as reasonably practicable, however under no circumstances shall we be held liable for any delay or failure or disruption of the Services delivered through the App resulting directly or indirectly from force majeure events, as listed above.

7.15. Parties

- 7.15.1. These Terms is between you and us. No other individuals or entities shall be entitled to enforce any of its provisions.

7.16. Severability

- 7.16.1. If any provision of these Terms is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired in any way and shall remain in full force.