

TERMS AND POLICY

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE ONLINE PLATFORMS

Users are required to read, review and understand the user terms and conditions and associated documents for using or availing of the website <https://zingniz.com> and the related mobile and software applications (either existing or available in the future) and services including digital assets trading. Use of the Online Platform includes accessing, browsing, or registering to use the Online Platforms. Your access to your account and the use of your account is subject to your compliance with all the terms and conditions set forth herein. We advise user to print out a copy of this document for future reference.

1. ACCEPTANCE

By using the website www.zingniz.com (“Website”), and further by registering to avail the services offered by the Website (“Service”), you are hereby agreeing to accept and comply with the terms and conditions of use stated below (“Terms of Use”). If you do not agree to these Terms, you must not use the Online Platforms. If you do not agree with any amendments made by to these Terms at any time in future, you must stop using the Platform with immediate effect.

In addition to the terms and conditions stated in this document (“Terms of Use”), following additional terms also apply to your use of the Online Platforms:

Our Privacy Policy, which specify the terms on how we process any personal data that we have collected from you or that you have voluntarily provided to us. By using the Online Platforms, you agree to such processing and you warrant that all data provided by you is accurate.

2. ABOUT US

As used herein, “ZingniZ or Company” refers to the holding company of ZingniZ being Whooptribe Internet Labs Private Limited (“Company”), incorporated under the Indian Companies Act, 2013 and having its registered office at WZ 1086 D/1, Basai Dara Pur, New Delhi-110015 its owners, directors, investors, employees or

other related parties. Currently, the ZingniZ platform provides the service of automated trading for different cryptocurrency exchanges through bots.

3. DEFINITIONS

3.1. “Online Platforms” refers to the digital assets trading services currently provided on the ZingniZ website and other software applications or services built in future

3.2. “Digital Assets” refers to blockchain based cryptocurrencies such as Bitcoins, Ethereum, Neo, etc., as well as proprietary coins and tokens;

3.3. “Funds” refers to Digital Assets

3.4. Any reference to “you” or “your” or “user” refers to you as a user of the Online Platforms and the Services and any reference to “we”, “our” and “us” shall refer to the Company as the provider of the Services.

3.5. “Applicable Laws” means and refers to the laws of India including the Anti – Money Laundering laws contained in the Prevention of Money Laundering Act, 2002 and the Information Technology Act, 2000, as amended and other applicable laws of the land;

3.6. “Cryptocurrency”, means virtual currencies, which are open instruments usable on any online platform and which may be acquired or disposed off only as a digital transaction.

4. MODIFICATION OF TERMS AND CONTENT

These terms may be periodically reviewed and revised. The revised draft will be uploaded on the our website/ online platforms and will reflect the modified date of the terms. We may notify the changes in advance through not limiting to announcement on the registered email address, account inbox or sms on registered mobile number, you are required to periodically visit the website and review terms and any changes thereto. Continued use of the Online Platforms constitutes agreement of User to the terms contained herein and any amendments thereto.

In addition to terms of use, we may update the Online Platforms from time to time, and may change the content at any time. However, please note that any of the Content on the Online Platforms may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Online Platforms, or any Content on it, will be free from errors or omissions.

5. AVAILABILITY

5.1. All Services are provided without warranty of any kind, either expressed or implied. While we strive to provide you with the uninterrupted Service, we do not guarantee that the access to this Website will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

5.2. We will not be liable to you including without limitation for any losses incurred due to volatility of prices of the Digital Assets if for any reason the Online Platforms are unavailable at any time or for any period.

5.3. Users would be solely responsible for ensuring that all persons who access the Online Platforms through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them

5.4. We will use reasonable endeavors to ensure that the Website can normally be accessed by you in accordance with these Terms of Use. We may suspend use of the Website for maintenance and will make every effort to give you reasonable notice. You acknowledge that such notice, however, may not be possible in case of an emergency.

6. FUNDS AND TRANSACTIONS

Upon activation of your User Account, you will be able to view your portfolio showing your different asset balances. These balance amounts enable you to trade Digital Assets supported by the Online Platforms. You are required to maintain sufficient balance of Funds required to initiate an order and/or transaction. We reserve the right to refuse to execute any order and/or transaction initiated by you, if they are in contravention to the AML Policy or to comply with directions of appropriate enforcement authorities.

7. USER REPRESENTATIONS, COVENANTS AND WARRANTIES

7.1. These Terms govern your behaviour on the Online Platforms and set forth your obligations. You agree, confirm, and represent the following: You shall comply with all the obligations set forth in these Terms, including without limitation the

AML Policy.

7.2. Creation and maintenance of all Content in your Account shall be your sole responsibility.

7.3. You are responsible for safeguarding the password that you use as a part of your Account Information to access the Services and for any activities or actions under your Account. We encourage you to use “strong” passwords preferably using a combination of upper and lowercase letters, numbers and symbols with your Account. The Company will not be liable for any loss or damage arising from your failure to comply with this instruction.

7.4. You acknowledge that you will irreversibly lose your Digital Assets if you delete your Account. You shall provide us with only such information (including without limitation Identification Documents submitted by you) that is true and accurate to the best of your knowledge.

7.5. You acknowledge that all orders and/or transactions are irreversible once executed.

7.6. You must maintain sufficient funds before initiating any order and/or transaction.

7.7. You understand that certain taxes may be applicable upon the trading of Digital Assets and you would be required to determine your tax liability under the Applicable Laws.

7.8. You acknowledge that you’re solely responsible for payment of any taxes that may arise in connection with your use of Services.

7.9. As the price of Digital Assets are very volatile and subject to fluctuation, you acknowledge that the actual market rate at which an order and/or transaction is executed may vary.

8. RISKS

8.1. The User acknowledges that he understands the risks involved in online trading activities, including the risk involved due to unauthorized access or any technical difficulties. Furthermore, in a technical environment, should an error occur with respect to the tracking of any account holding or order entry, the true, actual and correct transaction or position may not be restored. It is the User's

responsibility to ensure account correctness and accuracy and to contact the ZingniZ team immediately in respect of any discrepancies.

8.2. Users acknowledge that in no case the information or content provided on the ZingniZ platform shall not be considered as advice or recommendation of any kind and shall rely on their own judgement while making investment decisions.

8.3. The price and value of investments in cryptocurrencies is highly volatile and the income derived from buying and selling cryptocurrencies can go up or down and you may not get back the capital invested. Changes in the rate of exchange may have an adverse effect on the value, price and value of your investment. Past performance is not necessarily an indicator of future performance.

8.4. We do not provide any tax advice regarding Bitcoins and the increase or decrease in their value. The level of taxation depends on individual circumstances and such levels and bases of taxation can change. You should consult your own Tax Advisor in order to understand any applicable tax consequences.

8.5. Trading in cryptocurrencies through bots is a lot different and has specific risks, when compared with conventional trading in equity, currency or commodities. Unlike most currencies or commodities like silver and gold, which are supported/regulated by government reserves or other legal entities, cryptocurrencies are only backed by underlying blockchain stability, technology and trust.

8.6. Owing to the decentralized nature of cryptocurrencies, there exists no or minimum official support which can take corrective measure to protect the currency value in a crisis or issue more currency.

8.7. Cryptocurrency traders put their trust in the digital, decentralized and mostly anonymous system, which relies on P2P networking and cryptography to maintain its integrity. Cryptocurrency trading is susceptible to irrational or rational bubbles or absolute loss of confidence, which could collapse demand/supply. ZingniZ shall not be liable for any loss caused to the User due to any of the risks related to trading in Bitcoins, whether currently known or unknown.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Unless otherwise specified, any content or material displayed on the ZingniZ Platform is the sole property of ZingniZ and are protected under copyright, trademark and other applicable laws.

9.2. The trademarks, service marks and logos of ZingniZ and others used on the ZingniZ Online Platforms (“Trademarks”) are the property of the Company and their respective owners;

9.3. The software, text, images, graphics, data, prices, trades, charts, graphs, video and audio used on this Website belong to ZingniZ;

9.4. Users are strictly prohibited from copying, reproducing, publishing, republishing, circulating, modifying, uploading, transmitting, collecting and / or distributing the trademarks and content of ZingniZ Online platforms in any form or by any means, whether manual or automated. Any unauthorized use of such property will be in direct violation of copyright, trademark, and other applicable laws and will result in criminal and / or civil legal actions and penalties;

9.5. Users shall not reverse engineer or disassemble any part of the ZingniZ Online Platforms. Any such action shall amount to a violation of the Terms and may end up in the termination of the User account

10. NO RELIANCE ON INFORMATION

10.1. The User expressly understands and agrees that under no circumstances shall ZingniZ be liable to any User on account of that User's use or misuse of and reliance on the ZingniZ website.

10.2. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages (even if ZingniZ has been advised of the possibility of such damages), whether the damages arises from use or misuse of or reliance on the Trade Engine, from inability to use the Trade Engine, or from the interruption, suspension, of the Trade Engine (including such damages incurred by third parties), or from a sudden loss in the price of Bitcoins, or any technical failure or hacking attacks on the ZingniZ Servers, or any change in law or regulatory framework in India.

10.3. All information is provided on an "as is" basis, with no warranties whatsoever. A possibility exists that the site could include inaccuracies or errors. Additionally, a possibility exist that unauthorized additions, deletions or alterations could be made by third parties to the site. Although ZingniZ attempts to ensure the integrity, correctness and authenticity of the site, it makes no guarantees whatsoever as to its completeness, correctness or accuracy. In the event, that such an inaccuracy arises, please inform ZingniZ so that it can be corrected.

10.4. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, ZingniZ disclaims any warranties for

(i) the security, reliability, timeliness, and performance of the Trade Engine; (ii) other services or goods, as well as for any information or advice received through ZingniZ or through any links provided herein.

10.5. The User agrees that ZingniZ shall not be liable for:

- i. the deletion, failure to store, misdelivery, or untimely delivery of any information or material;**
- ii. any harm resulting from downloading or accessing any information or material through ZingniZ;**
- iii. financial loss due to account data being "Bruteforced";**
- iv. financial loss due to server failure or data loss;**
- v. financial loss due to forgotten passwords;**
- vi. financial loss due to incorrectly constructed transactions or mistyped digital assets addresses;**
- vii. financial loss due to "phishing" or other websites masquerading as ZingniZ**

10.6. ZingniZ cannot and does not guarantee or warrant that the files available for downloading through the Trade Engine or the Trade Engine itself will be free from infection by software viruses or other harmful computer code, files or programs.

ZingniZ shall not be responsible for any software viruses or other harmful

computer code, files or programs that the user may encounter due to your visiting this trade engine.

10.7. ZingniZ has not reviewed all of the sites linked to its trade engine and is not responsible for the contents of any such linked sites. The inclusion of any link does not imply ZingniZ's endorsement of the site. Use of any such linked website(s) is at your own risk.

10.8. If the User has a dispute with one or more users, the User hereby releases

ZingniZ (and our parent, officers, directors, agents, joint ventures, employees and suppliers) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. In addition, the User waives any protection available to such User under any law in the User's jurisdiction, which says that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

11. VIRUSES

11.1. You will be responsible for introduction of any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

11.2. You must not attempt to gain unauthorised access to the Online Platforms, the server on which the Online Platforms is stored or any server, computer or database connected to the Online Platforms. By breaching this provision, you would commit a criminal offence under the Information Technology Act, 2000. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Online Platforms will cease immediately.

11.3. We will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the

Online Platforms or your downloading of any Content on it, or on any website linked to it.

11.4. You should use your own virus protection software. We cannot and do not guarantee or warrant that files available for downloading from the Online Platform will be free of infection by viruses, worms, trojan horses or other code that manifest contaminating or destructive properties.

12. LIMITATION OF LIABILITY

12.1. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Online Platform or any Content on it including any information or the Online Platform itself or Services, whether express or implied.

12.2. Users of this website are responsible for their actions in connection with the use of the Website, Service, and their Accounts. Users are also responsible for protecting access information to the Website including, but not limited to, user names and passwords.

12.3. We are not responsible for the outcome, whether positive or negative, of any action performed by any of its users within or related to the Website.

12.4. We shall not be liable for any loss, harm or damage caused to you through loss of any cryptocurrency stored on the User's account for any reason whatsoever, save and except due to a wilful and malicious commission or omission by us directly resulting in such loss.

12.5. We shall not be liable for discontinuation of its services, which is warranted due to Force Majeure or regulatory directions that may be issued with respect to cryptocurrencies;

12.6. We shall not be liable for any loss caused to User due to fluctuations in the price of cryptocurrencies. We do not guarantee profits from sale or purchase or transfers of cryptocurrencies.

12.7. We shall be responsible to account for only such services, as is within its control, in the event of termination of this agreement or closure of the Company. This liability is also subject to applicable laws and deductions including towards dues owed to us or to any government or regulatory authority.

12.8. We shall not be liable for any loss, harm, damage caused to User for suspension, cancellation or termination of a User account including for reasons of User violations or in compliance with judicial, regulatory or government orders;

12.9. You agree that we will not be liable to you or to any third party for termination of the User Account or restricting access to the ZingniZ Services;

13. THIRD PARTY SITES AND SERVICES

13.1. “Online platforms” may provide links or other forms of reference to other websites (“External Websites”) or resources over which we may not have control.

13.2. You acknowledge that we are providing any such links or references of External Websites or resources to you only as a convenience and that ZingniZ makes no representations whatsoever about any External Websites which you may access through this Website, including such External Websites being free of such items as viruses, worms, Trojan horses, and other items of a destructive nature.

13.3. We are not responsible for the availability of, and content provided on any External Websites.

13.4. You are requested to review the policies posted by such External Websites regarding privacy and other topics before use.

14. FORCE MAJEURE

14.1. Our services are offered only on the digital domain, which is subject to risks including offensive attacks. We shall not be liable for any loss, harm or damage caused to the User’s account or the monies or cryptocurrencies accrued therein if the same arises due to Force Majeure including commissions or omissions by third parties, forces of nature, offensive attacks on our servers or on the personal devices of the users or any loss caused by conditions or events beyond our reasonable control.

14.2. The above limitation on liability includes any Force Majeure event set out hereunder including acts of god; fire, act of terrorists, act of civil or military authorities, civil disturbance, war, strike or other labour dispute, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other

occurrence which is beyond our reasonable control; offensive attacks including virus attack, hacking, denial of service attack or theft of the personal devices of the User resulting in loss or damage of the account. The validity and enforceability of any remaining provisions shall not be affected by any such condition.

14.3. We shall not be liable for any harm, loss or damage caused to you due to a data breach of your confidential information, including your account details or your password, including when such breach has occurred due to you sharing the details with third parties or your's failure to follow due diligence. ZingniZ shall also not be responsible for disclosure by User of account details including by falling prey by way of a phishing attack.

15. EMAIL COMMUNICATIONS

15.1. When you visit the Online Platforms or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We will communicate with you by e-mail or by posting notices on this Online Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes in any information provided by you to us, including your email address and other contact details, you will be solely responsible to update them regularly.

15.2. Communications will be sent on the registered email-id created by the user while creating an account on the ZingniZ Online Platform.

Communications shall be deemed to have been received by User once it is reflected as sent in the outbox of our e-mail id. User agree to take full responsibility to regularly update the email address and other contact details.

15.3. In case, you wish to opt-out from the email communications sent by ZingniZ

online platforms, you can send a mail to admin@zingniz.com.

15.4. You acknowledge that by sending any communication or information to you either through email or the Online Platforms, we are not providing you with any 'investment advice'.

15.5. Email messages sent over Internet are not always secure and ZingniZ is not responsible for any damages incurred by the result of sending email messages over the Internet. Users are advised to send sensitive mails by visiting the support module on the website. Information provided on support module passes under security layer and is encrypted.

16. LINKING AND FRAMING

16.1. If you choose to authenticate your account through a third party service (may not be existing but can come in future), like Google, you are linking that account to your Account.

16.2. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

16.3. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

16.4. You must not establish a link to the ZingniZ Online Platforms in any website that is not owned by you.

16.5. Our website must not be framed on any other website, nor may you create a link to any part of the ZingniZ Online Platforms other than the home page.

16.6. We reserve the right to withdraw linking permission without notice.

16.7. To make use of content displayed on the ZingniZ online platforms not stated above, you can send us an email at admin@zingniz.com

17. INDEMNITY

17.1. To the full extent permitted by applicable law, you hereby agree to indemnify ZingniZ, and its affiliates, officers, directors, agents, employees, and suppliers against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred if direct or not directly arising from your use of the Website, Service, or from your violation of these Terms of Use or regulations or the rights (including infringement of intellectual property rights) of a third party.

17.2. These provisions shall survive the expiration or termination of this Agreement.

18. RELEASE AND WAIVER

18.1. To the maximum extent permitted by Applicable Law, you hereby release and waive all claims against the Company, and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising from or in any way related to your use of the Online Platforms, its services, content or use of the Digital Assets.

18.2. No provision of this Agreement may be waived or changed except by a writing signed by the party against whom such waiver is sought to be enforced. The failure or omission by either party at any time to enforce or require strict or timely compliance to any provision of this Agreement shall not affect or impair that provision or any other provision in any way or the rights of such party hereof, to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision.

19. DISCLAIMER

19.1. ZingniZ only provides a platform for trading with bot in cryptocurrencies. The User hereby expressly agrees and warrants that:

- i. You are aware that cryptocurrencies are volatile commodities whose price is subject to sharp changes which may cause large profits or losses to the user;**
- ii. We have not induced or lured you into opening an account with ZingniZ to trade in digital assets;**
- iii. All information provided by you to us including all identity and personal information are true and accurate in all respects;**
- iv. The User shall use the Account with ZingniZ only for non commercial activities;**
- v. You are above 18 years of age and have the legal and mental capacity to enter into legally binding contracts with third parties; and**
- vi. You are aware that we may change these Terms and Conditions at any time and you hereby gives consent in advance to such change.**

19.2. We are not liable for any damages caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in transmission or operations, computer virus, communications line failure, and unauthorized access to the personal accounts.

19.3. We are not responsible for any technical failure or malfunction of the software or delays of any kind. You shall bear all responsibility of keeping the password secure. We are not responsible for the loss or misuse of the password.

19.4. We are not responsible for the content of any of the linked sites. By providing access to other web-sites, we are neither recommending nor endorsing the content available in the linked websites.

19.5. ZingniZ and the User are aware that although there is no legal bar or impediment to trading in Bitcoins in India at the moment, the Reserve Bank of India (RBI) has issued a press release no. 2013-2014/1261 dated 24th December 2013 whereby it has stated that "The creation, trading or usage of VCs including Bitcoins, as a medium for payment are not authorised by any central bank or monetary authority. No regulatory approvals, registration or authorisation is stated to have been obtained by the entities concerned for carrying on such activities. As such, they may pose several risks to their users". The press release further states that the RBI is still "examining the issues associated with the usage, holding and trading of VCs under the extant legal and regulatory framework of the country".

The full text of the said press release can be found at

http://rbi.org.in/scripts/BS_PressReleaseDisplay.aspx?prid=30247. The User is

hereby made aware of the nebulous legal situation regarding Bitcoins and ZingniZ shall not be liable for any proceedings against the User in any Court of law or before any governmental, administrative, regulatory, judicial or quasi judicial authority.

20. JURISDICTION

These Terms and Conditions and any action related hereto will be governed by the laws of India without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms and Conditions will be the courts in New Delhi, India and you hereby waive any objection to jurisdiction and venue in such courts.

By clicking on the "I Accept" button or checkbox presented with these Terms and Conditions you hereby give your informed consent to the terms and conditions contained herein.

21. TERMINATION

21.1. You may terminate this agreement with Company, and close your Account at any time, following settlement of any pending transactions.

21.2. You agree that Company may, by giving notice, in its sole discretion, terminate your access to the Website and to your Account; including without limitation, suspending or terminating the Service and Members' Accounts, prohibiting access to the Website and its content, services and tools, delaying or removing hosted content, and taking technical and legal actions to keep Members off the Website if we reasonably perceive that such Members are creating any problems, including without limitation, possible legal liabilities, infringement of the intellectual property rights, or acting inconsistently with the letter or spirit of these Terms of Use.

21.3. ZingniZ reserves the right to suspend or terminate a User account for the following among other reasons ("Termination").

- i. Use of the account for suspicious or illegal activities;**
- ii. Misrepresentations or misstatements by Users;**
- iii. Failure of Users in complying with the User Guidelines set out above or default in complying therewith or willful violation thereof;**
- iv. Violation of the terms hereof or of any of the Policies, Rules and Code of conduct prescribed by ZingniZ from time to time, by a User, which is not remedied despite receipt of notice, within the time set out in such communication, for such remedial action**
- v. attempts to gain unauthorized access to website and related services or another Member's account or providing assistance to others' attempting to do so;**
- vi. Overcoming software security features limiting use of or protecting any content or attempts to initiate such illegal actions;**
- vii. In case of reasonable apprehension that User may be misusing the company services for illegal activities such as money laundering, illegal**

gambling operations, financing terrorism, or other criminal activities, or if there are unaccounted for income or funds retained in the ZingniZ account by the User;

viii. Failure to pay dues owed to ZingniZ as fee in cryptocurrencies;

ix. Undertaking fraudulent transactions by User through the ZingniZ platform or services or unaccounted for transactions or suspicious transactions for which User fails to provide suitable explanation despite service of notice by company calling for the same;

x. Technical errors or glitches resulting in suspension of ZingniZ Services in part or full;

xi. Regulatory, Statutory or Judicial Orders;

xii. If continuation of ZingniZ Services is difficult or impossible due to technical or operational issues or due to change in the legal, regulatory or statutory provisions;

xiii. Upon receipt of legally sustainable requests from law enforcement or other government agencies;

21.4. In addition to the above, if either User or ZingniZ suffers the following disability, this Agreement shall stand automatically terminated if either party

(a). Becomes insolvent;

(b). makes an assignment for the benefit of creditors;

(c). files a petition for bankruptcy;

(d). takes steps to dissolve or liquidate; or

(e). appoints a trustee or receiver for all or any part of its assets.

21.5. Either Party may also terminate this Agreement at any time upon issuance of

prior written notice to the other party informing its intent to terminate.

21.6. The terms of this Agreement, which by their very nature survive termination of

this Agreement shall subsist. Without prejudice to the generality of the above, provisions pertaining to IPR, Confidentiality, Privacy, Governing Law, Dispute Resolution and choice of jurisdiction shall survive termination or cancellation of this Agreement.

21.7. Process for Termination ZingniZ may terminate the Agreement forthwith for any of the reasons set out above or first suspend the account pending verification and thereafter issue a communication of termination. Each of the instances set out above may be invoked for instantaneous termination or cancellation of the User Account including for misrepresentations or furnishing of false details or documents by User when opening the account; use of the account for illegal or wrongful purposes; violation of any of the User Guidelines set out above; change in the statutory or regulatory provisions or due to an order of Court. User agrees and confirms that ZingniZ shall not be held liable for any action taken in good faith for suspension, cancellation and / or termination. The onus of proving bad faith shall be on the User. In any event damages shall not exceed the amounts credited in the User Account, as on the date of suspension, cancellation or termination, whichever is earlier.

21.8. Consequences of Termination: Upon termination of this Agreement or earlier determination, the following consequences shall ensue:

- i. The ZingniZ User Account and rendering of the ZingniZ Services shall stand immediately terminated. You shall not be entitled to access or use the ZingniZ Account or avail of any of the ZingniZ Services;**
- ii. We shall cease to be liable or responsible to you except to the extent of the amounts in your User account. This liability is also subject to us being able to convert the cryptocurrencies into any fiat currency for disbursement to you. In the event that we are unable to do so due to legal or regulatory restrictions, you shall bear the loss or damage arising from termination of the Agreement and loss of the cryptocurrencies including bitcoins lying in your User Account;**
- iii. Parties shall be entitled to the rights and dues already accruing to them.**
- iv. You agree that we will not be liable to you or to any third party for termination of your User Account or restricting access to the Online Platform Services;**
- v. Permissions and licenses granted to User under this Agreement shall cease immediately upon Termination of this Agreement and the User shall not be entitled the same in any manner whatsoever;**

vi. User shall return to ZingniZ any proprietary / IP protected materials or content and / or affirm deletion thereof immediately upon termination of this Agreement.

22. GENERAL TERMS AND CONDITIONS

22.1. ZingniZ may prohibit any User, if ZingniZ is of the opinion that the User is

showing a disregard for these Terms and Conditions, or acts

(1) in an unfair or fraudulent manner;

(2) with an intent to annoy, abuse, threaten, or harass any other User or ZingniZ; or

(3) in any other disruptive manner.

22.2. Any attempt by a User or any other individual to deliberately damage the website

or undermine the legitimate operation of ZingniZ is a violation of criminal and civil laws and should such an attempt be made, ZingniZ reserves the right to seek damages from any such User to the fullest extent permitted by law.

22.3. Completion of a transaction may be stopped by ZingniZ at any time if ZingniZ, in good faith, believes that such transaction may be fraudulent or may adversely impact the Bitcoin economy, or may adversely impact the exchange rate of Bitcoins, etc.

23. CONTACT US/ GRIEVANCE REDRESSAL

If you have any questions relating to these Terms of Use, your rights and obligations arising from these Terms of Use and/or your use of the Website and the Service, your Account, or any other matter, please contact us at

admin@zingniz.com

24. SEVERABILITY

24.1. The invalidity or unenforceability of any provision of this Agreement shall not in any way affect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

24.2. This Agreement shall be considered divisible as to such provision, which is deemed to be invalid or unenforceable and the remainder of this Agreement shall be enforceable and binding on the Parties.

