INVEDGE ASSETS PRIVATE LIMITED

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DISTRIBUTOR TERMS OF SERVICE

Rabbit Invest Platform, Version 2.2, in effect from 2 November 2026

1. Acceptance

These Distributor Terms of Service ("Terms") are a binding legal agreement between Invedge Assets Private Limited ("Invedge", "Rabbit Invest", "we") and the entity or individual clicking "I Agree" ("Distributor", "you").

BY CLICKING "I AGREE", CREATING AN ACCOUNT, OR USING THE PLATFORM, YOU ACCEPT THESE TERMS IN FULL. If you do not agree, do not click "I Agree" and do not use the Platform. No physical signature is required; electronic acceptance under Section 10A of the Information Technology Act, 2000 is valid and binding.

Each acceptance is logged with: Distributor legal name, ARN, accepting user's name/email, IP address, timestamp, and Terms version number. This log is conclusive proof of acceptance.

2. Service Scope

2.1 Platform Components. Rabbit Invest provides: (a) Distributor Portal, dashboard/app for onboarding investors, initiating mutual-fund transactions, monitoring portfolios, compliance; (b) Client Applications, consumer-facing apps showing portfolio data and goal-based suggestions to Distributor's clients ("Investors").

2.2 No Advisory Services. The Platform is a technology tool only. Rabbit Invest does not provide personalised investment advice or research analyst services. All investment decisions are the Distributor's sole responsibility.

2.3 White-Label Deployment. What is published, and under whose developer account, depends on the plan and add-ons in Schedule A:

(a) Own Android App (Scale). The Client Application for Android is published under Invedge's Google Play developer account, branded with Distributor's identity plus "Powered by Rabbit Invest".

(b) Own iPhone App (add-on, Scale only). The Client Application for iPhone is published under Distributor's own Apple developer account, branded with Distributor's identity plus "Powered by Rabbit Invest". Distributor holds that account, keeps its Apple Developer Program membership active at its own cost, and gives Invedge the access needed to build, submit and update the app. Apple's review, rejection or removal of the app, and any lapse of Distributor's account, are outside Invedge's control and do not count toward the turnaround in Section 4. The app works only with the Platform: when the subscription or the add-on ends, Invedge stops updating it and Distributor shall remove it from sale within 15 days.

(c) Your brand in Rabbit Invest (add-on, for Android, iPhone or both). Investors use the Rabbit Invest app, published under Invedge's developer accounts. Once an Investor enters Distributor's ARN or opens Distributor's link, the app shows Distributor's name, logo and colours. The app may also prompt the Investor to switch its home-screen icon to Distributor's; the icon changes only if the Investor accepts that prompt, and Invedge does not guarantee that any Investor will. The app's name under the icon remains Rabbit Invest.

(d) The Distributor Portal and the Rabbit Invest Partners app are not white-labelled under any plan or add-on. Distributor uses them under the Rabbit Invest name, as published under Invedge's developer accounts.

2.4 Ownership and Licence. Rabbit Invest is wholly owned by Invedge. Invedge grants Distributor a limited, non-exclusive, non-transferable licence to access the Platform, irrevocable during the active, paid-up subscription term except as provided in Section 14, solely for distributing mutual-fund products to Investors in accordance with law.

2.5 Excluded Services. Excluded unless covered by a separate Statement of Work: bespoke development/integrations; third-party research; hardware/connectivity; order execution without Distributor's explicit confirmation.

3. Uptime & Performance

3.1 Service Availability. Best-effort 24×7. Transaction processing, KYC validation, and portfolio aggregation depend on NSE NMF/NSE Invest and BSE Star, CAMS, and KFintech; absolute uptime is not guaranteed.

3.2 Scheduled Maintenance. Performed after 19:00 IST weekdays / 17:00 IST Saturdays, restored by 07:00 IST next day. 72 hours' prior notice for maintenance exceeding 30 minutes.

3.3 Incident Response Targets.

Priority	Definition	Initial Response	Target Resolution
P1	Complete outage or transaction-blocking defect	≤ 1 hour	≤ 24 hours
P2	Severe performance degradation, no total outage	≤ 4 hours	Next business day
P3	Cosmetic issue or minor defect	≤ 1 business day	Next scheduled release

3.4 External Dependencies. NAV cut-offs, order execution, and KYC are governed by NSE NMF/NSE Invest and BSE Star and upstream systems; delays there are outside Rabbit Invest's control.

3.5 Communications. Material downtime (P1 or outage >30 min) communicated within 60 minutes. Planned maintenance announced ≥72 hours ahead.

3.6 Query Handling. Support acknowledges queries within 24 hours with a substantive answer or resolution timeline.

4. Onboarding & Implementation

4.1 Standard Turn-Around. Go-live within 7 working days of receiving all required credentials/data ("T0 Date"); best-effort, may extend for third-party delays (NSE/BSE Star/CAMS/KFintech).

4.2 Implementation Steps. (1) NSE/BSE System Activation, submit ARN/EUIN/certificates; (2) Mailback Integration, CAMS/KFintech; (3) Platform Configuration; (4) Data Migration; (5) White-Label Publishing (store review cycles apply).

4.3 Distributor Responsibilities. Provide accurate credentials/data by T0; nominate single POC; review staging and sign off within 1 working day of access.

4.4 Delays & Exceptions. Missing Distributor inputs pause the timeline. External review timelines (e.g., App Store) don't count toward Rabbit Invest's TAT.

5. Support & Escalation

5.1 Standard Hours. 10:00–19:00 IST, Mon–Fri, excluding gazetted holidays. After-hours: only P1 incidents acted upon.

5.2 Contact Channels. L1 Email: wecare@rabbitinvest.com (24×7 intake) • L2 Phone: +91 97739 84890 (Standard Hours) • L3 Escalation: saksham.malik@rabbitinvest.com (Standard Hours).

5.3 Response targets per Section 3.3 apply to all support tickets.

5.4 Out-of-Scope. Training beyond initial onboarding; data cleansing for Distributor-caused errors; custom feature requests, addressed under separate Professional Services terms.

6. Data Privacy & Security

6.1 Legal Framework. Rabbit Invest is a Data Processor under the DPDP Act, 2023. Distributor is the Data Fiduciary for Investor personal data and is responsible for obtaining and recording Investor consent. Rabbit Invest processes Investor data only on Distributor's instructions. Nothing here shifts that fiduciary responsibility to Rabbit Invest.

6.2 Data Handling. Purpose limitation; data minimisation per SEBI/AMFI; transaction records retained 7 financial years (or longer if SEBI mandates); ancillary logs ≤365 days. On termination, Client data exported to Distributor and purged within 60 days, subject to legal retention.

6.3 Security Warranty. Rabbit Invest warrants it maintains commercially reasonable technical and organisational security measures consistent with industry-standard practice for a financial SaaS platform, including access controls, encrypted transport (TLS), and monitoring. Specific enhancements (encryption-at-rest, WAF, SIEM, penetration testing) are tracked on an active security roadmap, disclosed to Distributor on request.

6.4 Sub-Processors. NSE NMF/NSE Invest and BSE Star (execution, KYC); CAMS & KFintech (mailback feeds); Cloud Infrastructure Provider (AWS Mumbai, hosting). Each bound by contract to no-less-protective security controls.

6.5 Breach Notification. Confirmed personal-data breach notified within 24 hours of detection, with nature, data affected, remediation steps, and contact point.

6.6 Data Localisation. Primary/backup stores in Indian data-centre regions; no cross-border transfer except DR failover, with equivalent security applied.

6.7 Data Ownership. All Investor data, transaction records, commission data and reports generated for the Distributor belong to the Distributor. Invedge holds them as Data Processor only, claims no ownership or licence beyond what is needed to provide the Platform, and will not sell, share or use them for any purpose other than serving the Distributor. Aggregated, de-identified usage statistics that cannot identify any Distributor or Investor are excluded.

7. Regulatory Disclosure

Invedge is AMFI-registered as a Mutual Fund Distributor under ARN 300766. Legacy AuM under this ARN is maintained solely for internal testing/platform-refinement. All new Investor transactions route under the Distributor's own valid ARN/EUIN. Nothing here transfers advisory responsibility or fiduciary duty from Distributor to Invedge.

8. Reporting & Reconciliation

8.1 Informational Reports. Valuation (daily), Capital Gains (on-demand), Transaction Ledger (daily) are informational aids only, not legally valid for tax/audit/regulatory filing. Official CAS from RTAs governs statutory needs.

8.2 Distributor Commission Report by T+7 monthly. Discrepancies must be raised within 10 calendar days or the report is deemed accepted.

8.3 All reports depend on third-party feeds (NSE/BSE Star/CAMS/KFintech); Rabbit Invest makes no warranty on their completeness/accuracy and is not liable for resulting errors.

8.4 Error Handling. Notify Support with evidence within the dispute window; Rabbit Invest relays to the data provider and updates on correction; resolution timelines follow the provider's correction cycle.

9. Acceptable Use & Change Management

9.1 Permitted Users. Distributor's authorised employees/agents/contractors under valid ARN(s), and Investors linked via Client Applications. No sub-broker, external adviser, or group company may access without Invedge's prior written consent.

9.2 Prohibited. Credential sharing outside authorised users; reselling/subletting the Platform outside authorised ARN(s); reverse-engineering beyond legal limits; scraping/bulk export beyond published APIs; unauthorised penetration testing; any use violating SEBI/AMFI/RBI/DPDP regulations. Breach may result in suspension or termination.

9.3 Change Management. Routine backward-compatible patches, no notice required. Feature deprecation affecting reliance, 30 days' prior written notice (except urgent security/legal fixes). API versions, 2 months' parallel support. Emergency security/regulatory fixes may deploy without prior notice; Distributor notified promptly after.

9.4 Distributor Responsibilities on Change. Subscribe to release notes; test/adopt new versions within notice period; update own integrations. Failure to adapt in time may degrade functionality without Rabbit Invest liability.

10. Liability

10.1 Warranty Disclaimer. The Platform is provided "as-is"/"as-available." Except as expressly stated, no warranties express, implied, or statutory, including merchantability, fitness for particular purpose, or error-free performance. Platform outputs depend on third-party data providers and may contain errors outside Rabbit Invest's control.

10.2 Limitation of Liability. Neither party is liable for indirect, incidental, special, punitive, or consequential damages (lost profits, lost data, business interruption), even if advised of the possibility.

10.3 Liability Cap. Each party's aggregate liability arising out of these Terms, in contract, tort, or otherwise, is capped at the total fees paid by Distributor in the twelve (12) months preceding the claim. The cap does not limit fees payable by Distributor under Schedule A.

10.4 Carve-Outs. The cap in 10.3 does NOT apply to: (a) either party's indemnification obligations under Section 11; (b) breach of confidentiality (Section 12); (c) gross negligence, wilful misconduct, or fraud; (d) a confirmed data-security breach caused by that party's failure to meet the security warranty in Section 6.3. These categories remain subject to applicable law without the 12-month cap.

10.5 Uncontrolled Inputs. Rabbit Invest bears no liability for delays/failures caused by upstream providers, inaccurate Distributor-supplied data, or unauthorised Platform modification.

10.6 Exclusive Remedy. The remedies in these Terms are the parties' sole and exclusive remedies for breach, except as carved out in 10.4.

11. Indemnification (Mutual)

11.1 By Invedge. Invedge will defend, indemnify, and hold Distributor harmless against third-party claims alleging the Platform infringes a third party's IP rights, or arising from a confirmed data breach caused by Invedge's failure to meet the security warranty in Section 6.3, including reasonable legal costs and damages/settlement amounts.

11.2 By Distributor. Distributor will defend, indemnify, and hold Invedge harmless against third-party claims or regulatory action arising from: (a) Distributor's misuse of the Platform; (b) mis-selling or inaccurate advice given to Investors; (c) Distributor's violation of SEBI/AMFI regulations; (d) breach of Section 9 (Acceptable Use).

11.3 Procedure. The indemnified party must promptly notify the indemnifying party in writing, give it sole control of defence/settlement (no settlement imposing liability without the indemnified party's consent), and provide reasonable cooperation at the indemnifying party's expense.

11.4 Scope. Indemnification under this Section covers third-party claims only, not first-party direct losses (governed by Section 10).

12. Confidentiality

12.1 Definition. Non-public information disclosed by either party, including source code, technical documentation, roadmaps, marketing plans, investor data, pricing, discounts, and bespoke payment terms.

12.2 Obligations. Reasonable-care standard; use solely to perform obligations under these Terms; no disclosure to third parties except employees/advisers under equivalent confidentiality duties.

12.3 Exclusions. Information that is/becomes public without breach; already lawfully known; rightfully received from a third party; independently developed.

12.4 Pricing Confidentiality. Subscription fees, charges, discounts, and bespoke terms are Confidential Information, not disclosed to any third party (including other distributors, investors, or competitors) without consent, except as required by law.

12.5 Compelled Disclosure. Prior notice (where legally permitted) and cooperation with the disclosing party's protective measures.

12.6 Survival. 3 years post-termination.

12.7 Non-Solicitation. During the Term and for 12 months after, neither party will directly solicit for employment any employee of the other who was involved in delivering or using the Platform, without the other's written consent. General advertisements not targeted at such employees are excluded.

13. Brand Use, No Derivative Platform & Advice Liability

13.1 No Ownership Claims. Distributor shall not claim, represent, or advertise, to Investors, regulators, or anyone else, that it owns, built, or holds rights in the Platform, Rabbit Invest brand, or technology. Ownership is Invedge's alone per Section 2.4.

13.2 No Derivative Platform. Distributor shall not use Rabbit Invest's source code, technical documentation, designs, workflows, or Confidential Information to build, or help any third party build, a platform that competes with Rabbit Invest. Nothing in this Section restricts the Distributor from using any other software. Breach entitles Invedge to immediate termination under Section 14.3.

13.3 No Unauthorised Use of Rabbit Invest Name. Distributor shall not advertise, solicit, or represent to Investors in the Rabbit Invest name or brand, beyond the white-label terms expressly permitted under Section 2.3.

13.4 Advice Liability Stays with Distributor. The Platform is a technology tool only. All investment advice, suitability assessment, and recommendations to Investors remain the sole responsibility and liability of the Distributor as ARN holder, per Section 2.2 and Section 7.

13.5 Confidentiality to Competitors. Distributor shall not share Confidential Information under Section 12, including screenshots, data, or reports, with any competing platform or service provider. Survives termination 3 years.

14. Term & Termination

14.1 Term and Renewal. Commences on the Term start date stated in Schedule A and runs for the Initial Term stated there. Invedge issues a renewal invoice at least 30 days before term-end at the then-current list price for the same plan and term length; any price change is notified with that invoice. The Term renews on payment of the renewal invoice. Either party may decline renewal by written notice before term-end; non-payment by term-end is treated as non-renewal. Where the Distributor pays by AutoPay, renewal is automatic as set out in Schedule A: no advance renewal invoice is issued, and a GST invoice is issued for each payment.

14.2 Termination for Convenience. Either party may terminate for convenience with ninety (90) calendar days' written notice to the other party. Where Schedule A sets a 12-month contract term paid monthly or quarterly, termination by Distributor does not reduce the fees due for those 12 months.

14.3 Termination for Cause. Either party may terminate immediately on written notice if the other materially breaches and fails to cure within 15 calendar days of notice. Invedge may also suspend/terminate immediately for non-payment, breach of Section 9 (Acceptable Use), or legal/regulatory mandate.

14.4 Effect of Termination. (a) Data Export, complete Investor/transaction data export within 15 calendar days in CSV/JSON or agreed format; (b) Data Deletion, Distributor data permanently deleted within 60 calendar days, subject to legal retention; (c) Survival, accrued and unpaid fees, ownership, confidentiality, data privacy, liability, indemnification, non-solicitation, and governing law and jurisdiction survive termination.

14.5 No Refund. Fees are non-refundable. On termination for convenience, Distributor's access continues until the end of the notice period or the then-current paid term (whichever is later), after which access stops. No pro-rata or partial refund is due in any case, except where required by law.

14.6 Governing Law & Jurisdiction. Laws of India; exclusive jurisdiction of the courts of New Delhi.

14.7 Expiry Without Renewal. For 15 calendar days after term-end, full access continues so the renewal invoice can be paid. From day 16, access becomes read-only (view and export) for a further 30 days. After that, access is suspended and Section 14.4 applies. Payment during the grace period restores full access; the renewed Term then runs from the original term-end date.

15. Force Majeure

Neither party is liable for delay/failure (other than payment obligations) caused by events beyond reasonable control: acts of God, flood, fire, earthquake, pandemic, war, terrorism, riot, civil unrest, governmental action, court order, labour dispute, internet/utility failure, or third-party system unavailability. Obligations suspend during the event; affected party gives notice within reasonable time. If the event exceeds 30 consecutive days, either party may terminate immediately without liability.

16. Fees, Payment & Schedule A

16.1 Commercial terms. Set-up fee, subscription fee, usage charges, discounts, due dates, milestones, are documented in Schedule A: Fees & Payment Terms, incorporated by reference. Schedule A may be updated by mutual written agreement (email suffices) without amending the main body.

16.2 Payment Method. Razorpay (UPI / card / net banking), or NEFT / RTGS to the account specified on the invoice.

16.3 Late Payment. Invoices unpaid 15+ days past due accrue interest at 1% per month, or the maximum permitted by law, whichever is lower.

17. Amendments, How We Update These Terms

17.1 Rabbit Invest may revise these Terms from time to time to reflect product changes, legal/regulatory requirements, or business needs.

17.2 Notice. Material changes are notified via email and/or in-app/portal banner at least 15 days before taking effect, with a summary of what changed and the new version number.

17.3 Acceptance of Amendments. For non-material changes (clarifications, formatting, non-substantive updates), continued use of the Platform after the notice period constitutes acceptance. For material changes (fee structure, liability, termination, data handling), Distributor must click "I Agree" again on the updated Terms before continued access; access may be paused pending re-acceptance.

17.4 Version History. Every version is retained and available on request, together with the Distributor's acceptance log per Section 1.

18. General

18.1 Entire Agreement. These Terms plus Schedule A constitute the entire agreement, superseding prior discussions. Where these Terms and Schedule A differ on fees, term, payment or renewal, Schedule A prevails.

18.2 Severability. If any provision is held invalid, the remainder continues in force; the invalid provision is replaced by one closest to its intent.

18.3 Assignment. Neither party may assign without the other's written consent, except to an affiliate or successor in a merger/acquisition.

18.4 Notices. In writing, to the addresses/emails on record.

18.5 No Waiver. Failure to enforce any provision is not a waiver of future enforcement.

Schedule A: Fees and Payment Terms

Schedule A is made from your order at the moment you accept, and is emailed to you with your agreement and invoice. It is part of these Terms (Section 16.1) and sets out:

- Plan
- Initial Term
- Term start
- Subscription fee (ex GST)
- Additional ARNs
- Offer applied
- GST (18%)
- Total payable
- Invoice
- Payment method
- Renewal
- Set-up fee
- Late payment

Where these Terms and Schedule A differ on fees, term, payment or renewal, Schedule A prevails (Section 18.1).

Acceptance Record

Completed automatically when you accept: your legal name, ARN, the accepting user's name and email, the Terms version, the date and time (IST) and the IP address. It is stored as evidence of your acceptance (Section 1).