MASTER SERVICES AGREEMENT

Subscription terms for VynDeal CRM

Provider	Quiamo Digital Market Services LLP
Trading as	VynDeal
Registered office	Bavdhan, Pune, Maharashtra 411021, India
Contact	legal@vyndeal.com
Document version	1.0 · May 2026

TERMS

1. The Agreement

1.1 This Master Services Agreement ("**Agreement**") is entered into between Quiamo Digital Market Services LLP ("**Provider**", "**we**", "**our**") and the customer entity that subscribes to the VynDeal service ("**Customer**", "**you**").

1.2 By creating an account, signing an Order Form, or using the Services, you accept this Agreement and confirm you have authority to bind the Customer.

1.3 The Agreement comprises these terms, the Order Form (if any), the Data Processing Agreement (DPA), the Privacy Policy, and any service-specific terms referenced.

2. Definitions

"**Services**" means the VynDeal CRM platform and any related documentation, APIs, and support.

"**Customer Data**" means data submitted by you or your Users to the Services.

"**User**" means an individual authorised by you to access the Services using credentials issued under your subscription.

"**Subscription Term**" means the period during which you have paid for the Services.

"**Fees**" means the amounts payable for the Services as set out in the Order Form or current pricing page.

3. The Services

3.1 We grant you a non-exclusive, non-transferable, worldwide right to access and use the Services during the Subscription Term, subject to this Agreement.

3.2 We will use commercially reasonable efforts to make the Services available with at least **99.5%** uptime, excluding scheduled maintenance and circumstances beyond our reasonable control.

3.3 We may modify the Services from time to time, provided that material reductions in functionality will be communicated in advance.

4. User accounts and acceptable use

4.1 You are responsible for: (a) maintaining the confidentiality of User credentials; (b) the activities of your Users; (c) ensuring Users comply with this Agreement.

4.2 You will not, and will not permit Users to:
(a) reverse-engineer, decompile, or attempt to extract the source code of the Services;
(b) use the Services to send spam or unsolicited communications in violation of applicable law;
(c) upload malicious code, scan for vulnerabilities, or otherwise attempt to compromise the security or integrity of the Services;
(d) use the Services for unlawful purposes or in violation of third-party rights;
(e) resell, sublicense, or share access with third parties not authorised by your subscription.

5. Customer Data and ownership

5.1 As between the Parties, you retain all rights, title, and interest in the Customer Data. You grant us a limited licence to host, copy, transmit, and display Customer Data solely as necessary to provide the Services.

5.2 You are responsible for: (a) the accuracy and lawfulness of Customer Data; (b) obtaining all necessary consents and rights to upload Customer Data to the Services; (c) ensuring Customer Data does not include special category personal data, payment card data, children's data, or other regulated data unless agreed in writing.

5.3 We will Process Personal Data within Customer Data in accordance with the DPA.

5.4 At the end of the Subscription Term, you may export Customer Data in a structured, machine-readable format. After 30 days following termination, we may delete Customer Data; we may retain anonymised or aggregated data and any data we are required by law to retain.

6. Intellectual property

6.1 We retain all rights in the Services, including any improvements, modifications, and feedback (whether or not specific to your use). No rights are granted other than those expressly stated.

6.2 If you provide feedback or suggestions, you grant us a perpetual, royalty-free, worldwide licence to use such feedback in our products and services.

7. Fees and payment

7.1 You will pay the Fees set out in the Order Form or current pricing page. Fees are exclusive of taxes (including GST in India and VAT in the UK/EU); you are responsible for any applicable taxes.

7.2 For B2B customers in the UK or EU who are VAT-registered, the reverse-charge mechanism applies and the customer accounts for VAT in their own jurisdiction.

7.3 Subscriptions auto-renew unless either Party gives notice of non-renewal at least 30 days before the end of the current Subscription Term.

7.4 Fees are non-refundable except as expressly stated. If we materially breach this Agreement and fail to remedy the breach within 30 days of written notice, you may terminate and receive a pro-rata refund of pre-paid Fees for the remainder of the term.

7.5 We may suspend the Services if Fees are 30 days overdue, on at least 14 days' written notice.

8. Term and termination

8.1 This Agreement starts on the Effective Date and continues for the Subscription Term, renewing automatically unless terminated.

8.2 Either Party may terminate for material breach not remedied within 30 days of written notice, or immediately if the other Party becomes insolvent or enters administration.

8.3 We may terminate or suspend the Services immediately if your use creates a security or legal risk to us or others, with notice as soon as reasonably practicable.

8.4 On termination: (a) all rights to use the Services cease; (b) Fees accrued up to the termination date remain payable; (c) clauses that by their nature survive (including 5.4, 6, 9, 10, 11, 12, 13) continue.

9. Confidentiality

9.1 Each Party will protect the other's Confidential Information using no less than reasonable care, will not disclose it to third parties except as necessary to perform this Agreement, and will use it only for the purposes of

this Agreement.

9.2 Confidentiality obligations do not apply to information that: (a) is publicly known through no fault of the receiving Party; (b) was rightfully known prior to disclosure; (c) is independently developed without use of the other Party's Confidential Information; (d) is required to be disclosed by law (with prompt notice to the other Party where lawful).

10. Warranties and disclaimers

10.1 Each Party warrants that it has the authority to enter into this Agreement and to perform its obligations.

10.2 We warrant that we will provide the Services with reasonable skill and care.

10.3 EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS". WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. Indemnities

11.1 We will defend you against any third-party claim alleging that the Services, when used in accordance with this Agreement, infringe such third party's intellectual property rights, and will pay damages finally awarded against you, provided you: (a) notify us promptly; (b) give us sole control of the defence and settlement; (c) cooperate reasonably.

11.2 If the Services become or may become subject to such a claim, we may at our option: (a) modify the Services to be non-infringing; (b) procure a licence; or (c) terminate the affected Services and refund pre-paid Fees for the unused portion. This is your exclusive remedy for IP infringement.

11.3 You will defend us against any third-party claim arising from: (a) your Customer Data (including allegations that it infringes rights or violates law); (b) your use of the Services in breach of this Agreement; (c) any combination of the Services with other products or data not provided by us.

11.4 The indemnification obligations in this clause are subject to reasonable cooperation and the indemnifying Party's control of the defence.

12. Limitation of liability

12.1 NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE FEES PAID OR PAYABLE BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 The limitations in this clause do not apply to: (a) breach of confidentiality (clause 9); (b) the indemnification obligations in clauses 11.1 and 11.3; (c) wilful misconduct or fraud; (d) any liability that cannot be excluded or limited by applicable law.

12.4 The Parties acknowledge that the Fees reflect the allocation of risk in this clause.

13. Force majeure

13.1 Neither Party is liable for failure or delay caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, government action, internet or telecommunications failures, and

pandemic-related disruptions.

14. Sub-processors and modifications

14.1 We may engage sub-processors to provide the Services. The current list is at https://vyndeal.com/policies/subprocessors.html. We will give at least 30 days' notice of new sub-processors as set out in the DPA.

14.2 We may update this Agreement on at least 30 days' notice. If a change is materially adverse to you, you may terminate the affected subscription and receive a pro-rata refund.

15. Anti-bribery and sanctions

15.1 Each Party will comply with applicable anti-bribery and anti-corruption laws (including the UK Bribery Act 2010 and the Indian Prevention of Corruption Act).

15.2 Each Party warrants it is not subject to UK, EU, US, or UN sanctions, and will not use the Services for the benefit of any sanctioned person or jurisdiction.

16. Notices

16.1 Notices to us must be sent to legal@vyndeal.com (with copy to the registered office address). Notices to you will be sent to the email address on your account.

16.2 Notices are deemed received on the next business day after sending by email (provided no bounce-back is received).

17. Governing law and disputes

17.1 For Customers established in the UK, this Agreement is governed by the laws of England and Wales, with the courts of England and Wales having exclusive jurisdiction.

17.2 For Customers established in the EEA, this Agreement is governed by the laws of the EU member state of the Customer's establishment.

17.3 For all other Customers, this Agreement is governed by the laws of India, with the courts of Pune, Maharashtra having exclusive jurisdiction.

17.4 The Parties will attempt good-faith resolution of any dispute before initiating formal proceedings.

18. General

18.1 If any provision is held invalid or unenforceable, the rest of the Agreement remains in effect.

18.2 No waiver of any breach is a waiver of any other or subsequent breach.

18.3 You may not assign this Agreement without our prior written consent. We may assign in connection with a merger, acquisition, or sale of substantially all of our assets.

18.4 This Agreement, together with the DPA, Privacy Policy, and any Order Form, is the entire agreement between the Parties.

18.5 The Parties are independent contractors. Nothing creates a partnership, agency, or employment relationship.

SIGNATURES

Acceptance of these terms occurs by signing an Order Form, accepting the terms during account creation, or by use of the Services. Where execution by signature is preferred, both Parties may sign below.

For Quiamo Digital Market Services LLP	**For the Customer**
Signature	Signature
Name (printed)	Name (printed)
Title	Title
Date	Date