

B-15 & 16, INDUSTRIAL ESTATE, SANATHNAGAR ROAD, HYDERABAD, TELANGANA, INDIA.

# VIINDHYA GOLD SCHEME

The Agreement made and executed on this the by and between:	day of	(Month and Year), at Hyderabad
VIINDHYA AU LLP., Represented by its Designa its Registered Officed at B 15& 16, Industrial Esta Aadhar No. 4220 0624 7314.		
		(Herein after called as "VAL")
And		
Name:		
Aadhar Number:		
		(Herein after called as "CUSTOMER")

VIINDHYA AU LLP is an Indian conglomerate encircling numerous prosperous trades created with innovation at its core by means of trust amongst its Customers spread all around the country with major stake of Customers from South India. VAL has cherished business space, creating exhilarating yet challenging opportunities with the framework of conducive strategies, quality products with efficient services, by maintaining ethical values with well-organized approach to address the demand and supply chain is manifestation of the commitment to vivid and transparent correspondences with all the stake holders catering a plethora of services to the wider Customer range across India.



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VAL emphasis is not only on profit out of the trading but also to establish and encourage the activity that transforms well-being and prosperity for all the Customers as well as those who are directly or indirectly connected with them, where the word "PROFIT" becomes only a by-product of what they all do as entirety. VIINDHYA AU LLP is one of the active wings of VIINDHYA BULLION PVT LTD., which operates Gold Refinery in the country having vast network of Customer base in multi-fold. They manufacture 999 purity Gold Bars/ Ingots with the best quality Gold certified by the Authorities recognized by the Govt. of India.

The Customer intending to purchase GOLD from the VAL will have to accept the Terms and Conditions cited below.

# **TERMS AND CONDITIONS**

1. The present Agreement is accepted by both the parties stated above for CUSTOMER's purchase of Gold from VAL.

## 2. INTERPRETATION:

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural:

### **Definitions**

For the purposes of these Terms and Conditions:

## **APPLICATION or APP:**

Means the software program provided by the VAL downloaded by Customer on any electronic device, named VIINDHYA

### **APPLICATION STORE:**

Means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

#### **AFFILIATE:**

Means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

### **ACCOUNT:**

Means a unique account created for Customer to access our Service or parts of our Service.

### **COUNTRY:**

Refers to: Telangana, India

### **COMPANY:**

(Referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to VIINDHYA AU BULLION LLP, B15 & 16, Industrial Estate, Sanath Nagar, Hyderabad.



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#### **CONTENT:**

Refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by Customer, regardless of the form of that content.

#### DEVICE:

Means any device that can access the Service such as a computer, a cellphone or a digital tablet.

#### **FEEDBACK:**

Means feedback, innovations or suggestions sent by the Customer regarding the attributes, performance or features of our Service.

#### **GOODS:**

Refer to the items offered for sale on the Service.

#### **IN-APP PURCHASE:**

Refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own Terms and Conditions.

### **ORDERS:**

Mean a request by Customer to purchase Goods from Us.

#### SERVICE

Refers to the Application or the Website or both.

#### **SUBSCRIPTIONS:**

Refer to the services or access to the Service offered on a subscription basis by the VAL to Customer.

### **TERMS AND CONDITIONS:**

(also referred as "Terms") mean these Terms and Conditions that form the entire agreement between Customer and the VAL regarding the use of the Service.

## **THIRD-PARTY SOCIAL MEDIA SERVICE:**

Means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

#### WEBSITE:

Refers to VIINDHYA, accessible from Viindhya.viindhyabullion.com

### **CUSTOMER:**

Means the individual accessing or using the Service, or the VAL, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **VIINDHYA GOLD SCHEME:**

- 3. The minimum purchase that a Customer can buy Gold from the VAL is 10gms. The Term "Gold" used in the present Agreement is attributed to the 99.9 Quality Gold, which is 24 carats. The delivery of Gold that the Customer gets is in the form of Gold Coins or Bars only.
- 4. The schedule of Purchase of Gold shall only be in the multiples of 10 grams, i.e., 10 grams, 20 grams, 30 grams and so on.
- 5. The screen rate of viindhyabullion.com is taken as standard consideration for calculation for the value of Gold. At the time of entering the present Agreement the Customer shall have to Price-Fix the Gold as per the Screen Rate of viindhyabullion.com in the specified period of time, which is the official website of VIINDHYA GOLD SCHEME. The consideration of any other website for Gold Price Fixture is not entertained or considered in any manner. Once the price is fixed, the



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Customer is bound to complete the down payment, which is Twenty-Five percent of the total Gold price, for the amount of the Gold Purchase that He/She has initiated. Further, it should be understood by both the parties herein that only after the down payment made by the Customer is confirmed by the VAL's Bank Account, the Scheme is Activated.

### 6. MODES OF PAYMENT:

- a) We at VAL only accept Bank to Bank transaction. Customer can use any method which involves Bank transaction. It could be via Debit Card, Credit Card, Cheque, RTGS, UPI payment etc. and it is accepted by both the parties that the purchase amount is only for the delivery of Gold (99.9 Purity).
- b) Customers can also opt to add money in their Viindhya wallet on the website, which will have added benefits of its own.
- c) Customers will also have an option to set-up Auto-pay, in which money will automatically be deducted from Customer's account every month on the due-date.
- 7. The benefits of purchasing Gold from VIINDHYA AU BULLION LLP is that the Customer will be attaining additional value of Gold towards the purchase made by the Customer in a Lumpsum at the end of the scheme. For every purchase of Gold made by the Customer, the VAL shall add additional value of ten percent of Gold to the original purchase value.

Gold Purchase Options	In the multiples of 10 grams, i.e., 10 grams, 20 grams, 30 grams and so on. There is no upper limit
Group Size	Min of 54 Members
Plan Duration	10 Months

## **Procedure:**

- a. The Scheme requires a group of at least Fifty-Four Members, forming a group and deciding on a fixed quantity of Gold which is agreed upon mutually to start. The group can be further extended beyond Fifty-Four Members without there being any upper limit.
- b. The Customer is required to complete the Know Your Customer (KYC) process by submitting valid identification and address proof, as mandated by applicable regulations, before entering into the gold scheme agreement.
- c. Price Fixing:
  - i. A specific gold price will be fixed on a chosen date from which the group of all the Fifty-Four members will have Forty-Eight hours to lock-in on a price, which will be available on the Viindhya Gold Scheme app once they login.
  - ii. All Fifty-Four members collectively must select and lock the gold price during this time window. Even if a single person in the said group fails to lock-in, that price will not be locked-in.



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### d. Advanced Payment:

- i. Once all the Fifty-Four members have locked-in on a price, they must deposit Twenty-Five percent of the total payment of value of the decided quantity according to the price that has been locked-in.
- ii. The scheme can only start when every single member of the group has paid the Down Payment.
- iii. The scheme starts once everyone has paid the Down Payment and then everyone receives a Customer ID.
- iv. Illustration: For 10g at Rs. 10,000/- (Rupees Ten Thousand Only) per gram will amount to a total amount of Rs. 1,00,000/- (Rupees One Lakh Only). The down payment is Twenty-Five percent which amounts to Rs. 25,000/- (Rupees Twenty-Five Thousand Only).

### e. EMI Options:

- i. The remaining Seventy-Five percent of the amount, (after the down payment has been deposited), will be divided into Ten Equal Monthly Installments. Customers will have to pay their First EMI after Thirty days from the date of the payment of Down payment, and Second EMI will have to be paid exactly Thirty days from the First, and so on. For example, if the Down payment was Paid on 15th Day of April, the First EMI has to be paid on or before 15th May.
- ii. Illustration: The remaining amount in the previous stated Illustration (Refer Clause 7(d)) is Rs. 75,000/- (Rupees Seventy-Five Thousand Only), the EMI every month that needs to be paid over next Ten months is Rs. 7,500/- (Rupees Seven Thousand Five Hundred Only), and if the down payment was paid on 15th Day of April, the first EMI must be paid on/before 15th Day of May, and the second EMI on/before 14th Day of June and so on.

## f. Bonus Returns:

- i. On the completion of scheme, after all the EMIs are paid, each Customer gets an additional Ten percent Gold on his/her Original Purchase; free of cost as a bonus.
- ii. <u>Illustration I</u>: If a Customer buys 100 grams of Gold, he/she will get 10 grams of Gold free of cost. That means the Customer will get 110 grams of Gold on the Purchase of 100 grams of Gold.

Description	Amount		
Locked Gold Price for 10g	₹1,00,000		
Down Payment (25%)	₹25,000		
Remaining Amount (Payable in EMIs)	₹75,000		
EMI (for 10 months)	₹7,500/month		

iii. <u>Illustration II</u>: If Customer buys 100 grams of Gold, He/She will get 10 grams of Gold free of cost. That means the Customer will get 110 grams of Gold on the Purchase of 100 grams of Gold.



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Description	Amount
Locked Gold Price for 100g	₹10,00,000
Down Payment (25%)	₹2,50,000
Remaining Amount (Payable in EMIs)	₹7,50,000
EMI (for 10 months)	₹75,000/month

Additionally, we at VAL will be holding a Live Lucky Draw after the first month EMI is paid, which will be free to enter for everyone who is already a part of this Scheme, i.e., the Customer will not have to pay any additional fee to enter the Lucky Draw. This will help the Customer gain additional benefits if they are the winners of the Lucky Draw.

### g. Monthly Lucky Draw:

- i. After the EMI payment, a Lucky Draw will be held on a date decided together by the Customers and VAL. All group members can enter The Lucky Draw for free. The winner will receive a Gold Coin and receiving the coin will be considered the final settlement. After that, no further claims can be made under this scheme.
- ii. This Lucky Draw will be conducted in front of an employee from VAL, and the video of The Lucky Draw will be shared in the group maintaining full transparency. Also, the Lucky Draw Video shall be saved in VAL's Archives for VAL's internal reference.
- iii. The winner will have all his/her remaining Nine EMIs waived off and will be given the entire quantity of Gold, which is 100g, and the Scheme will then be closed for Him/Her, and further inclusions will be stopped.
- iv. Same goes for the second winner, who will be given the entire Quantity of Gold, which is 100g, with the remaining Eight EMIs waived off, and the Scheme will then be closed for Him/Her, and further inclusions will be stopped.
- v. This goes for the first Seven winners. Eighth winner will not only have His/Her remaining Two EMIs waived off, but also be given additional Five percent of additional Gold, bringing the total Quantity of Gold to 105g, and the Scheme will be closed for Him/Her, and further inclusions will be stopped.
- vi. In the same way the Ninth winner will have His/Her last remaining EMI waived off and will get an additional Ten percent of Gold added, bringing the total amount of Gold to 110g, and the Scheme will be closed for Him/Her, and further inclusions will be stopped.
- vii. And the final winner, i.e., the Tenth winner, will have to pay all the 10 EMIs, but in return, He/She will get Fifteen Percent of Gold added to the total amount of Gold, bringing the value to 115g of Gold.
- viii. NOTE: For The Lucky Draw to be conducted, every Customer has to pay the EMI. If a Customer defaults, He/She will have the time until the date of Lucky Draw as a Grace Period. If a Customer Defaults again, The Lucky Draw will be conducted without the defaulted Customer.



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### Illustration For 100g quantity only

EMI Month	Winner	Down Payment	Paid EMI	Total amount paid	Guaranteed Gold in gms	Bonus	Full and F	Final settlement Gold in gms	Benefit in EMI	Benefit in EMI Cash	Benefit of extra gold in cash	Total Benefit in cash	Amount paid in grams	Total Benefit in gms
1	Winner -1	₹ 2,50,000.00	₹ 75,000.00	₹ 3,25,000.00	100.00	0%	100.00	Receives Gold, exit plan & a/c closed	Remaining 9 Months EMI - Waived Off	₹ 6,75,000.00	₹ -	₹ 6,75,000.00	32.50	67.50
2	Winner -2	₹ 2,50,000.00	₹ 1,50,000.00	₹ 4,00,000.00	100.00	0%	100.00	Receives Gold, exit plan & a/c closed	Remaining 8 Months EMI - Waived Off	₹ 6,00,000.00	₹ -	₹ 6,00,000.00	40.00	60.00
3	Winner -3	₹ 2,50,000.00	₹ 2,25,000.00	₹ 4,75,000.00	100.00	0%	100.00	Receives Gold, exit plan & a/c closed	Remaining 7 Months EMI - Waived Off	₹ 5,25,000.00	₹ -	₹ 5,25,000.00	47.50	52.50
4	Winner -4	₹ 2,50,000.00	₹ 3,00,000.00	₹ 5,50,000.00	100.00	0%	100.00	Receives Gold, exit plan & a/c closed	Remaining 6 Months EMI - Waived Off	₹ 4,50,000.00	₹ -	₹ 4,50,000.00	55.00	45.00
5	Winner -5	₹ 2,50,000.00	₹ 3,75,000.00	₹ 6,25,000.00	100.00	0%	100.00	Receives Gold, exit plan & a/c closed	Remaining 5 Months EMI - Waived Off	₹ 3,75,000.00	₹ -	₹ 3,75,000.00	62.50	37.50
6	Winner -6	₹ 2,50,000.00	₹ 4,50,000.00	₹ 7,00,000.00	100.00	0%	100.00	Receives Gold, exit plan & a/c closed	Remaining 4 Months EMI - Waived Off	₹ 3,00,000.00	₹ -	₹ 3,00,000.00	70.00	30.00
7	Winner -7	₹ 2,50,000.00	₹ 5,25,000.00	₹ 7,75,000.00	100.00	0%	100.00	Receives Gold, exit plan & a/c closed	Remaining 3 Months EMI - Waived Off	₹ 2,25,000.00	₹ -	₹ 2,25,000.00	77.50	22.50
8	Winner -8	₹ 2,50,000.00	₹ 6,00,000.00	₹ 8,50,000.00	100.00	5%	105.00	Receives Gold, exit plan & a/c closed	Remaining 2 Months EMI - Waived Off	₹ 1,50,000.00	₹ 50,000.00	₹ 2,00,000.00	85.00	20.00
9	Winner -9	₹ 2,50,000.00	₹ 6,75,000.00	₹ 9,25,000.00	100.00	10%	110.00	Receives Gold, exit plan & a/c closed	Remaining 1 Month EMI - Waived Off	₹ 75,000.00	₹ 1,00,000.00	₹ 1,75,000.00	92.50	17.50
10	Winner -10	₹ 2,50,000.00	₹ 7,50,000.00	₹ 10,00,000.00	100.00	15%	115.00	Receives Gold, exit plan & a/c closed	No EMI's Left	₹ -	₹ 1,50,000.00	₹ 1,50,000.00	100.00	15.00
End of 10th month	Remaining 11 to 54	₹ 2,50,000.00	₹ 7,50,000.00	₹ 10,00,000.00	100.00	10%	110.00	Receives Gold, exit plan & a/c closed	No EMI's Left	₹ -	₹ 1,00,000.00	₹ 1,00,000.00	10.00	100.00

#### h. TDS:

- i. The first Seven winners will have to pay TDS on the Gold which was won in the Lucky Draw. The Principle amount on which TDS will be applicable is the total value of their remaining EMIs.
- ii. The remaining winners and rest of the scheme members will have to pay no additional amount as TDS after payment of the monthly installments.

## 8. ENCASHMENT OF THE GOLD:

After the Customer takes his delivery of the Gold, Customer will have an option to have it liquidated after Three working days of the final delivery of gold.

## 9. DELIVERY:

Delivery address provided by the Customer at the time of submitting their KYC (While entering the present Agreement) is considered as the only address for communication and shall be treated as Authenticate Address. If for any reason, when the VAL's Logistics Partner is unable to deliver the Allotted Gold because of improper address of Customer or Customer not living in the address or Customer leaving the address - once for all or the whereabouts of the Customer is not known, the Scheduled Gold Delivery will be returned to the VAL's Head Office at Hyderabad and the Customer is bound to Physically verify Himself/Herself at the Logistics Delivery Counter at VAL's Head Office. Only upon such detailed verification and submission of Original Aadhar Card & Original Purchase Agreement for verification, the VAL makes sure that the Customer is guaranteed the delivery of Customer's allotted Gold. Any changes to the delivery address should be informed by the Customer to the VAL at all means and situations. Without there being proper submission of Change of Address, the delivery address cannot be accepted for avoiding illegalities and for following accurate delivery procedures. Until all such inconsistencies are cleared, the nondelivered Gold is withheld with the VAL.



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### 10. NOMINEE:

a) In case of death of the present Customer, the name of the Nominee submitted here shall be considered for the delivery of the Gold. The Nominee has to sign and submit a Supplementary Deed by submitting His/Her KYC.

**Nominee Name:** 

Relationship with the Customer:

- b) In case of no Nominee or if the Customer and his/her Nominee are deceased, the claimants have to produce Certified Copies of the Legal Heir Succession order by a proper Civil Court, for continuing of the Scheduled Gold Delivery. Once the Legal Heir Document from the court is submitted to the VAL, then the Legal Heir/ Successor shall have to complete their KYC as requested by the VAL and enter a Supplementary Agreement to continue the existing Viindhya Scheme.
- 11. The Customer has every right concluded and agreed upon in the Present Agreement; but other than the Customer, none including the family members or friends of the Customer has no right with respect to the Present Agreement and also, they do not have right to learn status or details of the Customer's Gold Delivery details or any other information pertaining to the Customer's Account with VAL as discussed in the current Agreement.

## 12. ACKNOWLEDGMENT:

- a) These are the Terms and Conditions governing the use of this Service and the Agreement that operates between Customer and the VAL. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.
- b) Customer access to and use of the Service is conditioned on Customer acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.
- c) By accessing or using the Service, the Customer agrees to be bound by these Terms and Conditions. If Customer disagrees with any part of these Terms and Conditions then Customer may not access the Service.
- d) Customer represents that He/She is over the age of Eighteen. The VAL does not permit those under 18 to use the Service.
- e) Customer access to and use of the Service is also conditioned on Customer's acceptance of and compliance with the Privacy Policy of the VAL. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Customer's personal information when Customer uses the Application or the Website and tells Customer about His/Her privacy rights and how the Law protects the Customer. Please read VAL's Privacy Policy carefully before using the Service.

## 13. PLACING ORDERS FOR GOODS:

By placing an Order for Goods through the Service, Customer warrants that He/She is legally capable of entering into binding contracts.



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### a) CUSTOMER INFORMATION:

If Customer wishes to place an Order for Goods available on the Service, Customer may be asked to supply certain information relevant to Customer's Order including, without limitation, Customer's name, Customer's email, Customer's phone number, Customer's credit card number, the expiration date of Customer's credit card, Customer's billing address, and Customer's shipping information.

## b) <u>CUSTOMER REPRESENTS AND WARRANTS THAT:</u>

- i. Customer has the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that
- ii. The information Customer submits to VAL is true, correct and complete. By submitting such information, Customer grants VAL the right to provide the information to payment processing third parties for purposes of facilitating the completion of Customer's Order.

### 14. Order Cancellation:

We reserve the right to refuse or cancel Customer's Order at any time for certain reasons including but not limited to:

- a) Goods availability
- b) Errors in the description or prices for Goods
- c) Errors in Customer's Order
- d) Not sufficient members to start the scheme

We reserve the right to refuse or cancel Customer's Order if fraud or an unauthorized or illegal transaction is suspected.

## 15. CUSTOMER'S ORDER CANCELLATION RIGHTS:

- a) Any Goods Customer purchases can only be returned in accordance with these Terms and Conditions and Our Returns Policy.
- b) Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about Customer's right to cancel His/Her Order.
- c) Customer's right to cancel an Order only applies to Goods that are returned in the same condition as He/She received them. Customer should also include all of the product's instructions, documents and wrappings. Goods that are damaged or not in the same condition as the He/She received them or which are worn simply beyond opening the original packaging will not be refunded. He/She should therefore take reasonable care of the purchased Goods while they are in Customer possession.
- d) In case the Customer receives a defective product, He/She shall make sure that the seal is not broken and He/She preserves the original document to initiate an exchange.
- e) If the Customer choses to opt out of the scheme mid-way, He/She can do so, but VAL has the right to deduct Thirty Percent of the amount paid by the Customer before refunding it, as damages.
- f) The Amount will be returned after the completion of the total scheme duration.
- g) Customer will not have any right to cancel an Order for the supply of any of the following Goods:



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- i. The supply of Goods made to Customer's specifications or clearly personalized.
- ii. The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.
- iii. The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.
- iv. The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.
- v. The supply of digital content which is not supplied on a tangible medium if the performance has begun with Customer's prior express consent and He/She have acknowledged Customer's loss of cancellation right.

## 16. FAILURE TO PAY THE MONTHLY EMIS BY THE CUSTOMER:

- a) If a Customer fails to pay a monthly installment, He/She can pay the defaulted month EMI along with the next month EMI and there will be a fine equivalent to Ten Percent of the EMI.
- b) If a Customer fails to pay 2 EMIs consecutively or during the entire tenure, the fine will be equivalent to Twenty Percent of the EMI, and He/She will be ineligible to take part in Lucky Draw from thereon.
- c) If a Customer fails to pay Three months EMI consecutively or during the entire tenure, the scheme for that Customer will be closed and He/She will be removed from the group. The installments already paid by Him/Her will be refunded to the Customer after the scheme is finished after deducting the procedural charges incurred which is Thirty Percent of the amount paid by the Customer.

## 17. AVAILABILITY, ERRORS AND INACCURACIES:

- a) We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites.
- b) We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

#### **18. PRICES POLICY:**

- a) The VAL reserves the right to revise its prices at any time prior to accepting an Order.
- b) The prices quoted may be revised by the VAL subsequent to accepting an Order in the event of any occurrence affecting delivery caused by Government action, variation in Custom Duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the VAL. In that event, Customer will have the right to cancel His/Her Order.

## **SEVERABILITY AND WAIVER:**

#### 19. SEVERABILITY:

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent



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possible under applicable law and the remaining provisions will continue in full force and effect.

#### 20. WAIVER:

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

#### 21. INDEMNITY:

The Customer agrees to protect and hold VAL harmless from any losses, claims, damages, or legal costs arising from misuse of the plan, violation of terms, or any unlawful activity related to this agreement:

- a) Any breach by the Customer of the terms and conditions of this Agreement,
- b) Any misrepresentation, false information, or non-disclosure provided by the Customer,
- c) Any misuse of the Viindhya Gold Purchase Plan or services provided thereunder,
- d) Any violation of applicable laws, rules, or regulations by the Customer,
- e) Any third-party claim arising from the Customer's actions or omissions related to this Agreement.

This clause shall survive the termination or expiry of this Agreement. VAL reserves the right to take appropriate legal action in case of any breach or misconduct that results in reputational or financial harm to the Company.

### 22. DUE DILIDENCE:

The Customer confirms that they have read and understood the terms of this plan and have conducted their own due diligence before enrolling. VAL is not liable for decisions made based on assumptions or incomplete information.

VAL encourages all Customers to seek independent financial, legal, or tax advice where necessary before making any investment or financial commitment. VAL shall not be held liable for any misunderstanding, lack of knowledge, or assumptions made by the Customer regarding the nature or functioning of the plan.

By signing or agreeing to this plan, the Customer confirms that they are doing so with full awareness and understanding of all relevant aspects, and at their own discretion.

## 23. FORCE MAJEURE:

Viindhya Gold Purchase plan shall not be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control. These events include, but are not limited to:

- a) Natural disasters (flood, earthquake, storm),
- b) War, terrorism, or civil unrest,
- c) Government restrictions or lockdowns,
- d) Labour strikes or industrial actions,
- e) Pandemics or public health emergencies,
- f) Failure of utility services or communication systems.

In such events, Viindhya Gold Purchase plan will notify the Customer as soon as possible and will resume performance once the situation allows.

#### 24. TRANSLATION INTERPRETATION:

These Terms and Conditions may have been translated if We have made them available to Customer on our Service. Customer agrees that the original English text shall prevail in the case of a dispute.



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## 25. CHANGES TO THESE TERMS AND CONDITIONS:

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, Customer agrees to be bounded by the revised terms. If Customer does not agree to the new terms, in whole or in part, please stop using the website and the Service.

## 26. CONTACT US:

If Customer have any questions about these Terms and Conditions, Customer can contact us:

By email: support@vibullion.com By phone number: 18006487254546