

TERMS AND CONDITIONS

MyGSTcafe API Services

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

This document is an electronic record in terms of the Indian Information Technology Act, 2000, as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

These 'Terms and Conditions' (hereinafter referred to as the "**Agreement**") constitute a legal agreement between you, being a Person or Entity legally competent to enter into a contract under the applicable laws (hereinafter referred to as the "**User**" or "**API Consumer**") and **Pinnacle Finserv Advisors Private Limited**, a company incorporated under the laws of India, having its registered office at Regal Building, Mall Road, Kanpur, Uttar Pradesh (hereinafter referred to as "**Company**" or "**Service Provider**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) in relation to terms and conditions for access and use by the User of the Application Programming Interface (API) services provided under the brand name 'MyGSTcafe' owned and operated by the Company.

The Company and User shall hereinafter be collectively referred to as "**Parties**".

The User's access and Use of API Services is strictly subject to the User's 'Acceptance' of all the terms, conditions and notices contained in this Agreement. Upon the User's "Acceptance", this Agreement shall be effective and binding upon the User and between the Company and the User, along with any amendments thereto, from time to time.

By accepting these Terms and Conditions, you also expressly agree to our Privacy Policy, which is incorporated herein by reference and forms an integral part of this agreement.

The User agrees to have completely read and understood this Agreement and shall not claim invalidity of this Agreement on any ground, including that this Agreement is being concluded electronically. For the aforesaid purposes, 'Acceptance' shall mean the User's affirmative action in agreeing to these terms during the API registration process or continued use of the API Services.

If the User does not agree to or is not willing to be bound by the terms and conditions of this Agreement then the User shall not have any right to access or use the API Services.

This Agreement is and shall be deemed to be concluded and executed between the User and the Company at Kanpur, Uttar Pradesh, India.

RECITALS

WHEREAS:

A. The Company is a duly appointed Goods and Services Tax Suvidha Provider (GSP) under the Goods and Services Tax Network (GSTN) and has developed and owns API services that enable access to GST Public Search functionalities, GST Return filing capabilities, and other GST-related services. The Company solely and exclusively owns all rights in and to the API Services.

B. The User wishes to integrate and use the API Services for ERP development, taxpayer services, or other business/professional purposes and has requested the Company to grant access to the API Services for said purposes.

C. The Company is agreeable to grant to the User access to use the API Services, subject to and in accordance with the terms, conditions and limitations detailed in this Agreement.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Unless the context otherwise requires, when used in this Agreement:

1.1 **"API Services"** means the Application Programming Interface services provided by the Company under the brand name 'MyGSTcafe', including but not limited to GST Public Search API, GST Return API, and other GST-related API functionalities, and includes all rights, title and interest (including without limitation any and all patents, copyrights, trademarks, moral rights, design rights, database rights, trade names, service marks and other proprietary rights), source codes, object codes, concepts, designs, know-how, improvements, works of authorship, processes, formulae, user interface, business and product names, logos, industrial models, processes, designs, databases, methodologies, software, computer programs, technical information, engineering and technical drawings, maintenance releases or updates and the Documentation related to the Company.

1.2 **"Applicable Law"** means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements or other governmental restrictions, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this

Agreement or thereafter, including but not limited to GSTN guidelines, GSP Agreement terms, and Digital Personal Data Protection Act, 2023.

1.3 "**Confidential Information**" means: (i) with respect to the Company, the API Services and Documentation, any other third-party software licensed with or as part of the API Services, benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications; (ii) the concepts, techniques, ideas, and know-how embodied and expressed in the API Services and (iii) information reasonably identifiable as the confidential and proprietary information of a Party excluding any part of information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.4 "**Documentation**" means and includes any user guide, manuals, technical or functional specifications and other similar materials provided to the User by the Company on any media in connection with the access to the API Services contemplated in this Agreement.

1.5 "**GSP Agreement**" means the Goods and Services Tax Suvidha Provider agreement executed between the Company and the Goods and Services Tax Network (GSTN).

1.6 "**Support**" means the support services offered by the Company for the support and maintenance of the API Services as agreed between the Parties.

1.7 "**Updates**" are related to content and include updates for the API Services which are made available by the Company.

1.8 "**Use**" means to directly or indirectly access, utilize, integrate, employ the API Services, or display information resulting from such capabilities solely and exclusively for the purpose of the User's business/profession.

1.9 "**End User**" means:

(a) Application Service Providers (ASPs): Third-party developers, software companies, or entities who develop, own, license, or operate applications or software solutions that integrate with the API Services provided by the Company;

(b) ASP Customers: The customers, clients, or licensees of the Application Service Providers who utilize GST functionalities through applications or software solutions developed, owned, licensed, or operated by such ASPs, where such applications are integrated with the Company's API Services;

(c) Direct Beneficiaries: The ultimate beneficiaries or customers of the User who directly utilize GST functionalities through the User's systems integrated with the API Services; and

(d) Indirect Beneficiaries: Any other person or entity who ultimately benefits from or utilizes GST functionalities made available through the API Services, whether directly through the User's systems or indirectly through applications, software, or services provided by Application Service Providers or other intermediaries.

For the avoidance of doubt, "End User" includes all categories of users in the business ecosystem who access or utilize GST functionalities made available through the API Services, whether such access is direct or through intermediary applications, software solutions, or service providers.

2. GST DATA COLLECTION AND USAGE

2.1 API Services Data Collection

To provide API services, authentication, support services, and enhanced user experience, we may seek/collect and process any or all the following information about our API users:

Personal/Business Information:

- Name and contact person details
- Company/Organization name and address
- Business registration numbers
- Email ID and contact numbers
- GST identification numbers (where applicable)

Technical Information:

- API credentials and authentication tokens
- System integration details
- API usage statistics and performance metrics
- Request headers and technical metadata

2.2 Purpose of Data Collection

This information is collected to:

- Validate API access and prevent unauthorized usage
- Provide technical support and customer service
- Deliver API updates and notifications
- Improve API features and user experience
- Ensure compliance with licensing terms and GSP Agreement

2.3 GST DATA - CRITICAL CLARIFICATION AND UNDERTAKING

WE EXPLICITLY CLARIFY, WARRANT AND UNDERTAKE THAT WE DO NOT COLLECT, ACCESS, STORE, OR RETAIN ANY GST DATA that constitutes the main body content of:

- GST clients and their information processed through API Services
- Company financial data transmitted via API Services
- GST return forms and filing data
- Any business or transactional data of the User's clients/End Users
- Invoice details and transaction records
- Taxpayer's sensitive business information

Real-Time Processing:

- All GST data accessed through our API Services is processed in real-time and is NOT stored on our servers
- Such data is transmitted directly between the User's systems and government portals
- We act solely as a conduit and do not have access to any GST data stored locally on User's systems
- We do not retain, cache, or backup any GST data beyond what is explicitly permitted under the GSP Agreement

API Transactions: When the API Services facilitate data import from GST portal or GST return filing via GSTIN, these operations are conducted through:

- Secure, encrypted API connections
- Direct communication between User's system and government portals
- No intermediate storage of GST data on our servers

- End-to-end encryption during data transmission

2.4 PERMITTED LOG DATA COLLECTION - USER CONSENT

The User hereby expressly consents to and acknowledges that we collect and store only the following Log Data as mandatorily required by GSTN for compliance and monitoring purposes under our GSP Agreement:

Technical Logs (Headers Data):

- API request timestamps and response times
- Request headers including authentication information (encrypted)
- Source IP addresses and user agent information
- API endpoint URLs accessed
- HTTP response codes and status messages
- Session identifiers and request IDs
- Error logs and system performance metrics
- Usage analytics for API optimization

Purpose of Log Data Collection:

- Compliance with GSTN monitoring and audit requirements
- API usage analytics and performance optimization
- Security monitoring and fraud prevention
- Technical support and troubleshooting
- Audit trail maintenance as mandated by GSP Agreement
- Regulatory compliance and reporting to GSTN

Log Data Retention: Log Data will be retained for the period mandated by GSTN guidelines and applicable regulations, after which it will be securely deleted from our systems.

2.5 Data Processing in Managed Services

In the event the User avails any managed services from the Company, the User consents to processing of relevant data by the Company. The Company hereby undertakes that it shall process the data only in the manner specified by the User and only for the purpose of providing services to the User.

3. RIGHT TO API SERVICES

3.1 Access and Usage Right

In consideration of the Access and Usage Right Fee and the Renewal Fee, if any, paid or agreed to be paid by the User to the Company, the Company hereby grants to the User a limited right to Use the API Services for the Term and Renewal Term, if any ("**Access and Usage Right**").

3.2 Access and Usage Right Characteristics

The Access and Usage Right to the API Services granted by the Company to the User under this Agreement shall be:

- A non-exclusive usage right
- A limited right granted for Use within the Republic of India and only in connection with the User's Business
- Revocable in accordance with the provisions of this Agreement
- Non-transferable and non-assignable, whether directly or indirectly
- Valid and limited to the Term and Renewal Term, if any

3.3 Access and Usage Right Restrictions

The Access and Usage Right to the API Services granted herein is a limited right and therefore the User shall not be permitted to:

a. Do commercial time-sharing, provide subscription, or use the API Services on behalf of another Person without proper authorization b. Make copies of the API Services, except for integration and backup purposes as necessary for legitimate use c. Use the API Services for application development purposes that compete directly with the Company's services or tamper with, harm, reverse engineer, modify, adapt, translate, remove, eliminate, decompile, disassemble or otherwise attempt to extract information from the API Services d. Patch, update or otherwise modify the API Services directly without prior written consent from the Company e. Disclose, distribute or relocate, resell, lease, loan, transfer, sub-license or rent, assign or allow any type of unauthorized third party use or access to the API Services or the Documentation without prior written consent from the Company f. Use any functionality of the API Services to augment or replace functionality in a competing product or service without Company's prior written consent g. Use API Services upon expiry of the Term or Renewal Term, or after the termination of this Agreement h. Exceed the API rate limits or usage quotas specified by the Company i. Store, cache, or retain GST data beyond

what is necessary for immediate processing j. Put the API Services to any use not covered within this Agreement

3.4 API Credentials Requirements

The access to the API Services is enabled only through valid API credentials issued by the Company ("**API Credentials**"). The User shall be entitled to access and Use of the API Services only if genuine API Credentials issued by the Company are applied. Any access or usage of the API Services without genuine API Credentials is strictly prohibited.

The User shall be solely responsible for maintaining the confidentiality of the API Credentials and other authentication and access tools that would allow the User to avail and use the API Services. The User shall be solely responsible and liable for any use or misuse of its API Credentials by the User or any other person who may have gained access to the User's API Credentials for actions and omissions attributable to the User.

3.5 Internet Connectivity Requirement

The API Services require internet connectivity for operation and the User must ensure stable internet connection. The API Services may automatically connect via internet to check the validity, users and/or scope of the Access and Usage Right and providing a working internet connection for this purpose is mandatory.

3.6 Third-Party Programs

The API Services may contain certain software and programs developed and licensed by third parties under the respective license terms ("**TP Programs**"). The User shall be entitled to use the TP Programs only as an integral part of the API Services and not in any other manner whatsoever.

3.7 Term of Access and Usage Right

Subject to payment of Access and Usage Right Fee, the Access and Usage Right(s) granted to the User pursuant to the Agreement shall be valid for the period as specified in the commercial agreement between the Parties ("**Term**") and may be renewed by the User ("**Renewal Term**") by paying the Renewal Fee.

4. DATA PROTECTION & CONFIDENTIALITY

4.1 Data Collection Limitations

Except to the extent required by Applicable Law and GSP Agreement, the Company does not and shall not collect and store any confidential information or GST data relating to the User or its clients or customers, other than the contact and identification information

relating to the User and its API access information and Log Data as specified in Section 2 above.

4.2 No GST Data Interception

Except to the extent required by Applicable Law and GSP Agreement, the Company does not and shall not intercept any GST data or other communication between the User and the GSTN over the internet or other network.

4.3 User's Data Responsibility

The User shall be responsible for the safety and security of all data and information residing in its computer systems or shared by it with any person or entity in course of Use of the API Services.

4.4 Third-Party Access

The API Services have functionality where the User and/or its clients/customers may enable/authorize the API Services to access certain information on third party service provider accounts held by the User and/or its clients/customers.

4.5 Information Sharing

The Company may share the information relating to the User with other third-party business partners strictly on a need to know basis, for the purpose of enhancing our products and services or providing additional services on request.

4.6 Confidentiality Obligations

Subject to maintaining strict confidentiality and in compliance with the GSP Agreement, the Company shall be entitled to observe, analyse, or process the Log Data for the purposes of making updation, improvements, modifications and other changes to the API Services to enhance the performance of the API Services or otherwise analyse, mine, and exploit such data in aggregation with data from other Users of the API Services, without identifying any individual person or entity.

5. PRIVACY POLICY INCORPORATION

Our Privacy Policy, available at our website and updated on January 5, 2025, is incorporated into these Terms by reference. The Privacy Policy explains in detail how we collect, use, store, and protect your information. By accepting these Terms, you acknowledge that you have read and agree to our Privacy Policy.

6. FEES

6.1 Access and Usage Right Fee

In consideration of the Company providing the API Services to the User, , the User shall pay to the Company as fee such amount as specified by the Company in writing ("**Access and Usage Right Fee**"). The Access and Usage Right Fee shall be paid to the Company on or prior to the grant of Access and Usage Right and API Credentials to the User.

6.2 Renewal Fee

In consideration of the Company providing the API Services for the Renewal Term, the User shall pay to the Company as renewal fee such amount as may be specified by the Company in writing ("**Renewal Fee**").

6.3 Tax Obligations

The Access and Usage Right Fee/Renewal Fee payable to the Company under this Agreement shall be exclusive of any Goods and Services Taxes that are required to be paid in respect of such Access and Usage Right Fee/Renewal Fee.

6.4 Non-Refundable

The Access and Usage Right Fee and the Renewal Fee, once paid to the Company, shall be non-refundable.

7. SUPPORT AND MAINTENANCE

7.1 Support Services

The Company shall use commercially reasonable efforts to provide error corrections to the API Services, as well as minor improvements to the API Services, as such corrections and improvements become generally available.

7.2 End of Life Policy

The Company, at its sole and absolute discretion, reserves the right to decide and announce end of life of the API Services with no less than 18 months' notice. The Company's obligation to provide Support and maintenance services for the API Services shall expire 18 months after the date of End of Life announcement.

7.3 API Services Communication

The API Services may communicate with the Company's servers for the purpose of providing Updates, detecting unauthorized usage and verifying that users are using licensed API Services in conformity with the applicable API Credentials.

8. USER RESPONSIBILITIES

8.1 System Requirements

The User agrees and undertakes to use authorized and genuine version of hardware and software in connection with the API Services. The User shall provide the Company with all relevant information and assistance reasonably required for efficient delivery and activation of API Services.

8.2 Compliance Obligations

In order to avail and use the API Services pursuant to this Agreement, the User shall be required to:

- Appoint a qualified contact person, who is trained in the use of API Services
- Provide the Company with access to information and system facilities reasonably necessary to provide support
- Follow the directions provided by the Company's support centre
- Follow the operating instructions and procedures for the Use of API Services
- Notify the Company of any error or other problem in the API Services
- Ensure compliance with all applicable laws and regulations
- Obtain necessary consents from End Users for data processing through API Services
- Implement appropriate security measures for data protection

8.3 End User Management

The User shall:

- Provide clear terms of service to End Users regarding API Services usage
- Ensure End Users consent to data processing through the API Services
- Handle End User complaints and queries related to API functionalities
- Maintain audit trails of End User activities as required by law

8.4 Security Cooperation

The Company and the User shall cooperate and jointly plan and execute necessary remedies in case of security breaches and security incidents. Each Party warrants that it shall use its best effort to hinder and prevent piracy and hacking with respect to the API Services.

9. AUDIT RIGHTS

The Company may audit (using its own employees and/or those of an independent auditing firm that is subject to appropriate confidentiality obligations) User's use of the API Services to verify User's compliance with this Agreement. The Company will give the User at least seven days advance notice before conducting an audit.

10. TERM AND TERMINATION

10.1 Agreement Term

The Agreement shall be effective from the date of acceptance and shall, unless terminated earlier in accordance with provisions herein, continue to remain valid and operational till the expiry of the Term or the Renewal Term, as the case may be.

10.2 Termination for Breach

The Company shall have the right to terminate the Agreement and revoke the Access and Usage Right immediately in case the User breaches any provision of the Agreement or commits any violation of the terms of the Access and Usage Right.

10.3 Effect of Termination

Upon termination or expiry of the Agreement, the Access and Usage Right shall stand terminated and revoked automatically and the User shall:

- Immediately cease all use of the API Services and Documentation
- Promptly return to the Company or destroy all copies of the API Credentials and the Documentation
- Certify in writing to the Company compliance with the above requirements

However, the User shall be able to access the data and entries made by the User during the Term or Renewal Term stored locally on their system.

11. LIMITATIONS OF WARRANTY AND LIABILITY

11.1 Disclaimer of Warranties

The API Services shall be provided on an "as is" basis and without any warranty of any kind. The Company disclaims all warranties, express or implied, at law or in equity, including without limitation the implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

The Company shall not be responsible or liable for any disruption, defects or deficiencies on account of any factors beyond the reasonable control of the Company, including but not limited to services of the internet service providers and other third party service providers, GSTN portal unavailability, or any problems or technical malfunction of any computer online systems, servers, computer equipment, or software on account of technical problems or outages on the internet or any connectivity network or combination thereof.

11.2 No Performance Guarantees

The Company makes no representations or warranties that the API Services will operate uninterrupted or error-free, or that it will be free from minor defects or errors that do not materially affect performance.

11.3 Limitation of Liability

Notwithstanding anything to the contrary contained herein or in any other agreement or document executed between the Company and User, in no event shall the Company be responsible or liable, whether in contract, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, including but not limited to loss of profit, revenue or business.

11.4 Maximum Liability

Notwithstanding anything to the contrary contained herein or in any other agreement or document executed between the Company and the User, the Company's or any of its shareholders', directors', employees', agents' total, aggregate and maximum liability to the User or any third party for all damages, liabilities, losses, and causes of action arising out of or relating to (i) this Agreement, or (ii) the User's use or inability to use the API Services, however caused, shall at all times be limited to the amount of the Access and Usage Right Fee received by the Company during the relevant month in which the cause giving rise to the liability arises.

12. INTELLECTUAL PROPERTY

The API Services, including all copyrights, trademarks, trade secrets, and other intellectual property rights, is and remains the exclusive property of the Company. These Terms do not grant the User any rights to our intellectual property except for the limited right to avail the API Services specified herein.

13. GSP AGREEMENT COMPLIANCE

In addition to the commitments made under this Agreement, the Company affirms its obligations under the Goods and Services Tax Suvidha Provider (GSP) agreement executed

with the Goods and Services Tax Network (GSTN). As a GSP duly appointed by GSTN, the Company is bound by the terms of the said agreement, including but not limited to compliance with all directives, guidelines, and standards prescribed by GSTN from time to time in relation to data privacy, data security, and restricted access or usage of taxpayer data. Accordingly, the Company shall not store, access, process, or share GST data except as explicitly permitted under applicable laws and the GSP-GSTN agreement.

14. GOVERNING LAW AND JURISDICTION

This Agreement and the relationship among the Parties hereto shall be governed by, and interpreted in accordance with, the laws of India. The courts of competent jurisdiction at Kanpur, Uttar Pradesh, India shall have the sole and exclusive jurisdiction over all matters arising pursuant to this Agreement.

15. GRIEVANCE REDRESSAL

For any grievances, complaints, or queries regarding these Terms or the API Services, please contact:

Grievance Officer:

Arjit Gupta

Regal Building, Mall Road, Kanpur

Phone: +91-81140418344

Email: arjit.gupta@pinnaclefsa.co.in

16. MISCELLANEOUS

16.1 Entire Agreement

The Parties acknowledge that this Agreement constitutes the complete understanding between the Parties with regard to the subject matter hereof and shall supersede all previous communications, either oral or written, between the Parties.

16.2 Amendments

We reserve the right to modify these Terms at any time. Updated Terms will be made available through API documentation updates. Continued use of the API Services after such modifications constitutes acceptance of the revised Terms.

16.3 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect.

16.4 Force Majeure

Any delay or non-performance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement.

ACCEPTANCE ACKNOWLEDGMENT

By using our API Services, you acknowledge that:

1. You have read and understood these Terms and Conditions in their entirety
2. You agree to be bound by these Terms and our Privacy Policy
3. You consent to the collection and use of Log Data as described for GSTN compliance
4. You understand that we do not collect or store any GST data beyond permitted logs
5. You are legally authorized to enter into this agreement
6. You understand the limitations and restrictions with respect to access and use of the API Services
7. You agree to the fee structure and payment terms
8. You will ensure End User consent for API Services usage
9. You will comply with all applicable laws and regulations

*For questions about these Terms and Conditions, please contact us at
arjit.gupta@pinnaclefsa.co.in*