
PARTYPAL — TERMS AND CONDITIONS OF USE

Effective Date: 1st July 2025 **Issued by:** Benefic Solutions Pvt. Ltd. **Registered Office:** Flat No. 106, SDC Cotyar Ram Nagaria NA, Jaipur – 302017, Rajasthan, India

1. ACCEPTANCE OF TERMS

These Terms and Conditions of Use ("Terms") constitute a legally binding agreement between you ("User", "You", "Your") and Benefic Solutions Pvt. Ltd., the entity that owns and operates PartyPal (the "Platform"), accessible at www.partypal.in and through any associated mobile application, progressive web application, or API integrations (collectively, the "Services").

BY ACCESSING, BROWSING, OR USING THE PLATFORM IN ANY MANNER, YOU UNCONDITIONALLY ACCEPT AND AGREE TO BE BOUND BY THESE TERMS, OUR PRIVACY POLICY, AND ANY ADDITIONAL POLICIES REFERENCED HEREIN. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE USE OF THE PLATFORM.

Your continued use of the Platform following any modification to these Terms shall constitute your conclusive acceptance of the revised Terms. It is your sole responsibility to review these Terms periodically.

These Terms are enforceable as a digital contract under the Information Technology Act, 2000, the Indian Contract Act, 1872, and all applicable rules, regulations, and notifications issued thereunder.

2. NATURE OF THE PLATFORM — AGGREGATOR DISCLAIMER

PARTYPAL IS A PURE-PLAY TECHNOLOGY AGGREGATOR PLATFORM. IT DOES NOT OWN, OPERATE, MANAGE, ORGANIZE, OR CONTROL ANY EVENT, VENUE,

EXPERIENCE, ACTIVITY, OR COMMUNITY LISTED ON THE PLATFORM. PARTYPAL IS NEITHER A PROMOTER NOR AN ORGANIZER OF ANY EVENT.

PartyPal operates exclusively as a neutral, technology-enabled marketplace that:

- Aggregates listings submitted by independent third-party event organizers, venues, hosts, artists, and vendors ("Partners");
- Provides ticketing and payment facilitation infrastructure to enable transactions between Users and Partners;
- Enables community building, activity discovery, and experience curation through digital tools;
- Charges a Platform Fee / Convenience Fee for the above technology services.

PartyPal does not and cannot guarantee the quality, safety, legality, accuracy, or availability of any event, venue, service, or experience listed on the Platform. All responsibility for the event experience, venue conditions, artist performance, vendor service, and compliance with applicable law rests exclusively with the respective Partner.

PartyPal's relationship with Partners is that of an independent technology service provider and not an agent, employer, franchisee, joint venture partner, or representative of any Partner. Nothing in these Terms or in any commercial arrangement shall be construed to create any such relationship.

3. DEFINITIONS

"Platform" means the PartyPal website, mobile application, web application, and all associated digital infrastructure owned and operated by Benefic Solutions Pvt. Ltd.

"User" / "You" / "Your" means any individual or entity accessing or using the Platform in any capacity, including as a ticket purchaser, event browser, community member, or registered account holder.

"Partner" means any independent third-party event organizer, venue, artist, activity host, community manager, or vendor who lists their offerings on the Platform pursuant to a separate Partner Agreement.

"Event" means any gathering, show, experience, activity, class, community meetup, or other occurrence listed by a Partner on the Platform.

"Ticket" means a digital or physical token entitling the holder to attend or participate in an Event, subject to the Partner's terms and venue rules.

"Platform Fee / Convenience Fee" means the non-refundable fee charged by PartyPal for facilitating the booking and payment transaction, separate from the face value of the Ticket.

"Transaction Amount" means the total amount paid by the User, inclusive of Ticket price, Platform Fee, and applicable taxes.

"User Content" means any text, images, videos, reviews, ratings, comments, or other material uploaded, posted, or transmitted by a User on the Platform.

"Applicable Law" means all applicable statutes, rules, regulations, notifications, guidelines, orders, and judicial pronouncements in force in India, including but not limited to the IT Act 2000, Consumer Protection Act 2019, Payment and Settlement Systems Act 2007, and the Competition Act 2002.

4. ELIGIBILITY

To use the Platform and transact on it, you represent and warrant that:

1. You are at least 18 years of age. Users below 18 may only access the Platform with verified parental or legal guardian consent, and a parent/guardian accepts these Terms on their behalf.
2. You are legally competent to enter into a binding contract under the Indian Contract Act, 1872.
3. Your use of the Platform does not violate any applicable law in your jurisdiction.
4. All information you provide to PartyPal is accurate, complete, and current.
5. You will not use the Platform if previously suspended or banned by PartyPal for any reason.

PartyPal reserves the right to verify eligibility at any time and to suspend or terminate access where eligibility conditions are not met. PartyPal shall bear no liability for any consequences arising from misrepresentation of eligibility by the User.

5. ACCOUNT REGISTRATION AND SECURITY

Certain features of the Platform require account registration. By registering, you agree to:

- Provide accurate, truthful, and complete registration details;
- Maintain and promptly update your account information;
- Keep your login credentials strictly confidential;
- Accept full responsibility for all activity occurring under your account;

- Immediately notify PartyPal at legal@partypal.in upon any unauthorized access or security breach.

PartyPal shall not be liable for any loss, damage, or claim arising from your failure to maintain account security or from unauthorized use of your account due to your negligence or failure to notify PartyPal promptly.

PartyPal reserves the right to suspend, restrict, or terminate any account at its sole discretion, without prior notice, where it reasonably suspects misuse, fraud, or violation of these Terms.

6. TICKETING, BOOKINGS, AND PAYMENT

6.1 Ticket Purchase

All ticket purchases made through the Platform are transactions between the User and the respective Partner. PartyPal acts solely as a payment facilitator and technology intermediary. PartyPal is not a party to the contract between the User and the Partner for the purchase of a Ticket.

Ticket prices displayed on the Platform are set exclusively by the Partner. PartyPal does not set, control, or warrant the accuracy of Ticket prices. Any discrepancy in pricing must be raised with the Partner directly.

Ticket purchase is subject to availability. PartyPal makes no representation or warranty regarding the availability of Tickets for any Event.

6.2 Platform Fee / Convenience Fee

THE PLATFORM FEE / CONVENIENCE FEE CHARGED BY PARTYPAL IS STRICTLY NON-REFUNDABLE UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO: EVENT CANCELLATION, EVENT POSTPONEMENT, EVENT MODIFICATION, USER INABILITY TO ATTEND, FORCE MAJEURE, OR ANY REFUND APPROVED BY THE PARTNER FOR THE TICKET FACE VALUE. THE PLATFORM FEE COMPENSATES PARTYPAL FOR THE TECHNOLOGY SERVICES RENDERED IN FACILITATING THE BOOKING, WHICH SERVICES ARE DEEMED RENDERED UPON CONFIRMATION OF BOOKING.

The Platform Fee is disclosed to the User at the time of booking and forms part of the Transaction Amount. By completing a purchase, the User expressly accepts and acknowledges the non-refundable nature of the Platform Fee.

6.3 Payment Processing

Payments on the Platform are processed through third-party Payment Gateway Service Providers ("PGSPs") regulated under the Payment and Settlement Systems Act, 2007. PartyPal does not store, process, or transmit full payment card data. All payment data is handled directly by the PGSP under their applicable PCI-DSS compliant environment.

PartyPal shall not be liable for any failed, duplicate, erroneous, or fraudulent transactions arising from the PGSP's systems, network outages, bank errors, or User-side payment failures. Disputes regarding payment processing must be raised with your bank or the PGSP directly. PartyPal will extend reasonable cooperation to assist in such disputes but assumes no financial liability therefor.

Any additional charges, including bank fees, currency conversion fees, or surcharges, are the sole responsibility of the User.

6.4 Booking Confirmation

A booking is confirmed only upon receipt of a Booking Confirmation communicated via email and/or SMS to the User's registered contact details. PartyPal shall not be liable if a User fails to receive a Booking Confirmation due to incorrect contact information provided by the User, spam filters, or network/telecom failures beyond PartyPal's control.

Users are solely responsible for reviewing their Booking Confirmation for accuracy. Any discrepancy must be reported to PartyPal within 24 hours of receipt. Failure to report discrepancies within this period shall be deemed acceptance of the booking as confirmed.

7. CANCELLATIONS, REFUNDS, AND EVENT CHANGES

7.1 Partner-Initiated Cancellation or Postponement

In the event a Partner cancels, postpones, or materially modifies an Event, any refund of the Ticket face value (excluding Platform Fee) is the sole obligation of the Partner, not PartyPal. PartyPal will facilitate communication of such changes to Users where it has been notified by the Partner and will use commercially reasonable efforts to pass through refund requests to the Partner.

PartyPal assumes no financial obligation to refund any amount to Users in the event of Partner-initiated cancellation. PartyPal's liability, if any, shall be limited to refunding the Platform Fee collected in respect of such cancelled booking, at PartyPal's sole discretion.

7.2 User-Initiated Cancellation

User cancellation and refund rights are governed by the cancellation policy published by the Partner at the time of listing. PartyPal is not responsible for enforcing any refund obligation against a Partner.

Where no Partner cancellation policy is published, no refund shall be available for User-initiated cancellation, except as required by Applicable Law.

Platform Fee is non-refundable in all cases of User-initiated cancellation.

7.3 Consumer Protection Act, 2019 Compliance

PartyPal acknowledges its obligations under the Consumer Protection (E-Commerce) Rules, 2020 and complies with applicable disclosure, grievance, and redressal requirements. Nothing in these Terms limits any statutory consumer rights that cannot be excluded under Applicable Law.

The Platform has an established Grievance Redressal Mechanism as set out in Section 16 of these Terms.

7.4 Chargeback Policy

Users who initiate a chargeback with their bank or card issuer without first pursuing the Grievance Redressal Mechanism described herein may be permanently suspended from the Platform. PartyPal reserves the right to dispute any chargeback where the User has breached these Terms or where the chargeback is initiated in bad faith.

8. PARTNER OBLIGATIONS AND PARTYPAL'S NON-LIABILITY

Partners who list Events on the Platform are independently and solely responsible for:

- Obtaining all necessary licenses, permissions, no-objection certificates, and approvals from competent authorities (police, municipal, fire, excise, FSSAI, etc.) required to conduct the Event legally;
- Compliance with all applicable laws, including but not limited to the Police Act, local municipal bye-laws, Excise Act, FSSAI regulations, and any public health protocols in force;
- The safety, security, and wellbeing of all attendees throughout the Event, including crowd management, security arrangements, emergency protocols, and venue compliance;
- Accuracy of all Event information, including pricing, schedule, lineup, venue address, age restrictions, and dress code;
- Delivery of the Event experience as represented on the Platform;

- Refund obligations to Users arising from cancellation, postponement, or material modification of the Event;
- Any liability arising from personal injury, property damage, or other harm suffered by attendees at the Event.

PARTYPAL EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT, OMISSION, NEGLIGENCE, OR DEFAULT OF ANY PARTNER, VENUE, ARTIST, OR VENDOR IN CONNECTION WITH ANY EVENT. PARTYPAL IS NOT THE EMPLOYER, PRINCIPAL, FRANCHISOR, OR GUARANTOR OF ANY PARTNER.

9. EVENT ENTRY AND VENUE RULES

Entry to any Event is subject to the rules, policies, and requirements of the specific venue and Partner, including age verification, dress code, identification requirements, and capacity limits.

PartyPal has no authority over, and accepts no responsibility for, entry decisions made by venue operators or event staff. Denial of entry due to failure to comply with venue policies, age restrictions, intoxication, or any other reason shall not entitle the User to any refund of the Ticket price or Platform Fee.

Users are required to carry a valid Booking Confirmation and valid government-issued photo identification to events where required. Failure to produce required documentation may result in denial of entry without refund.

PartyPal does not verify or take responsibility for the accuracy of age restrictions communicated by Partners. It is the User's responsibility to confirm event suitability before purchase.

10. USER CONDUCT AND PROHIBITED ACTIVITIES

By using the Platform, you agree not to:

1. Use the Platform for any unlawful purpose or in violation of these Terms;
2. Submit false, inaccurate, misleading, or fraudulent information;
3. Impersonate any person or entity or misrepresent your affiliation with any person or entity;
4. Engage in unauthorized data scraping, crawling, or bulk downloading of Platform content;
5. Use automated scripts, bots, or other tools to access or interact with the Platform;
6. Attempt to circumvent or interfere with any security feature or access control of the Platform;

7. Reverse-engineer, decompile, disassemble, or derive source code from the Platform or its infrastructure;
8. Post, transmit, or distribute User Content that is defamatory, obscene, pornographic, hateful, threatening, or violates any third-party intellectual property rights;
9. Engage in ticket touting, secondary ticketing, or resale of Tickets at a price exceeding face value without explicit Partner authorization;
10. Create multiple accounts to exploit promotions, credits, or referral programs;
11. Attempt to manipulate or game any review, rating, or recommendation system on the Platform;
12. Use the Platform in any manner that damages, disables, overburdens, or impairs PartyPal's servers or networks.

PartyPal reserves the right to take appropriate legal action, including civil and criminal proceedings, against Users who violate these provisions. PartyPal shall report instances of illegal activity to law enforcement authorities as required.

11. USER CONTENT AND REVIEWS

Users may submit reviews, ratings, photos, videos, and other content on the Platform. By submitting User Content, you represent and warrant that:

- You are the sole author or have all necessary rights to submit the User Content;
- The User Content does not infringe any third-party intellectual property rights;
- The User Content is based on a genuine personal experience and is not fabricated, incentivized, or submitted at the request of any Partner;
- The User Content does not contain defamatory, obscene, threatening, or otherwise unlawful material;
- You grant PartyPal a perpetual, irrevocable, worldwide, royalty-free, sub-licensable license to use, reproduce, modify, publish, and display the User Content in connection with the operation and promotion of the Platform.

PartyPal is an intermediary under Section 2(1)(w) of the IT Act, 2000 and Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. PartyPal is not obligated to pre-screen User Content but reserves the right to remove User Content that violates these Terms or applicable law.

User reviews do not represent the opinion of PartyPal. PartyPal disclaims all liability for the accuracy, reliability, or legality of User Content. Responsibility for User Content rests exclusively with the User who submitted it.

12. INTELLECTUAL PROPERTY

All content, branding, design, software, code, databases, algorithms, trademarks, trade dress, and intellectual property available on or through the Platform (excluding User Content and Partner Content) is the exclusive property of Benefic Solutions Pvt. Ltd. or its licensors and is protected under the Copyright Act, 1957, the Trade Marks Act, 1999, the Patents Act, 1970, and all applicable intellectual property laws.

PartyPal grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your personal, non-commercial use in accordance with these Terms.

You may not copy, reproduce, modify, distribute, publicly display, transmit, license, sell, or create derivative works from any Platform content without prior written consent from PartyPal. Any unauthorized use shall constitute infringement and PartyPal shall be entitled to seek all available remedies including injunctive relief and damages.

The name "PartyPal" and associated logos are registered or unregistered trademarks of Benefic Solutions Pvt. Ltd. Use of these marks without prior written authorization is strictly prohibited.

13. PRIVACY AND DATA PROTECTION

PartyPal collects, processes, stores, and uses your personal data in accordance with its Privacy Policy, which is incorporated into these Terms by reference and forms an integral part hereof.

By using the Platform, you consent to the collection and processing of your personal data as described in the Privacy Policy, including for purposes of service delivery, communication, analytics, personalization, and marketing.

PartyPal may share your data with Partners to facilitate your booking and with Payment Gateway Service Providers to process transactions. Such sharing is limited to what is necessary for the stated purpose and is subject to confidentiality obligations.

PartyPal complies with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and applicable provisions of the Digital Personal Data Protection Act, 2023.

PartyPal may disclose your personal data to law enforcement, regulatory, or judicial authorities where required by law, court order, or in response to a lawful government request, without prior notice to you.

14. DISCLAIMER OF WARRANTIES

THE PLATFORM AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTYPAL AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

(A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) WARRANTIES AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY CONTENT OR INFORMATION ON THE PLATFORM; (C) WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR HARMFUL COMPONENTS; (D) WARRANTIES REGARDING THE QUALITY, SAFETY, LEGALITY, OR SUITABILITY OF ANY EVENT, VENUE, OR PARTNER SERVICE; (E) WARRANTIES THAT ANY DEFECT IN THE PLATFORM WILL BE CORRECTED.

PartyPal makes no warranty or representation that the Platform is appropriate for use in jurisdictions other than India, or that content on the Platform complies with laws of any other jurisdiction.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PARTYPAL, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY:

(A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES; (B) LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR BUSINESS OPPORTUNITIES; (C) PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH ARISING FROM OR IN CONNECTION WITH ANY EVENT; (D) ANY ACTS OR OMISSIONS OF PARTNERS, VENUES, ARTISTS, VENDORS, OR ANY THIRD PARTY; (E) UNAUTHORIZED ACCESS TO OR USE OF PARTYPAL'S SERVERS OR USER DATA; (F) INTERRUPTION, SUSPENSION, OR TERMINATION OF SERVICES; (G) ANY TRANSACTION OR INTERACTION BETWEEN USERS AND PARTNERS —

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PARTYPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AGGREGATE LIABILITY CAP: In all cases, PartyPal's maximum aggregate liability to any User for all claims arising under or in connection with these Terms or the Platform shall not exceed

the Platform Fee / Convenience Fee actually collected by PartyPal in respect of the specific booking to which the claim relates.

Force Majeure: PartyPal shall not be liable for any delay, failure, or interruption in performance resulting from acts of God, natural disasters, pandemics, epidemics, war, terrorism, government orders, civil unrest, internet or telecom outages, or any other event beyond PartyPal's reasonable control.

Nothing in this Section limits liability for fraud, wilful misconduct, or death/personal injury caused by PartyPal's own gross negligence.

16. GRIEVANCE REDRESSAL MECHANISM

In accordance with Rule 3(1)(c) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and the Consumer Protection (E-Commerce) Rules, 2020, PartyPal designates a Grievance Officer for addressing complaints and grievances.

Grievance Officer: Jeet Bhardwaj **Contact Address:** Grievance Officer, Benefic Solutions Pvt. Ltd., Flat No. 106, SDC Cotyar Ram Nagaria NA, Jaipur – 302017, Rajasthan, India **Email:** Jeet@partypal.in **Response Time:** PartyPal will acknowledge complaints within 48 hours and endeavour to resolve them within 30 days of receipt.

The Grievance Officer shall handle complaints related to:

- Booking and payment disputes;
- User Content removal requests;
- Data privacy and personal data concerns;
- Copyright or intellectual property infringement notices;
- Any other concerns arising from use of the Platform.

For complaints against Partners regarding event experience, refunds, or service quality, PartyPal will facilitate escalation to the Partner but cannot guarantee resolution. Users retain the right to approach appropriate consumer forums under the Consumer Protection Act, 2019.

17. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless PartyPal, Benefic Solutions Pvt. Ltd., and their respective affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

1. Your use or misuse of the Platform;
2. Your User Content;
3. Your violation of these Terms or any Applicable Law;
4. Your violation of any third-party rights, including intellectual property rights, privacy rights, or consumer rights;
5. Any transaction or dispute between you and a Partner;
6. Your misrepresentation of any information provided to PartyPal.

PartyPal reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, at your expense, and you agree to cooperate fully with PartyPal's defense of such claims.

18. DISPUTE RESOLUTION AND GOVERNING LAW

18.1 Governing Law

These Terms and all matters arising out of or in connection with them shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

18.2 Limitation Period

Any legal action or proceeding arising out of or relating to these Terms or the Platform must be commenced within one (1) year of the date on which the cause of action arose. Failure to commence proceedings within this period shall forever bar any such claim, notwithstanding any longer limitation period provided by statute.

18.3 Arbitration

Subject to Section 18.4 below, any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

- The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties;
- The seat and venue of arbitration shall be Jaipur, Rajasthan, India;
- The language of arbitration shall be English;
- The arbitrator's award shall be final and binding on both parties;
- Each party shall bear its own costs of arbitration unless the arbitrator determines otherwise.

18.4 Jurisdiction for Interim Relief

Notwithstanding the arbitration clause above, either party may apply to the courts at Jaipur, Rajasthan, India for interim or injunctive relief to protect its rights pending the conclusion of arbitration. The parties hereby submit to the exclusive jurisdiction of the courts at Jaipur for such limited purposes.

18.5 Consumer Forum Rights

Nothing in this Section shall prevent a User from approaching appropriate consumer dispute redressal forums under the Consumer Protection Act, 2019, for claims that fall within the jurisdiction of such forums.

19. INTERMEDIARY STATUS AND SAFE HARBOUR

PartyPal is an intermediary as defined under Section 2(1)(w) of the Information Technology Act, 2000. In accordance with Section 79 of the IT Act, PartyPal shall not be held liable for any third-party information, content, or data made available or hosted on the Platform, provided that PartyPal:

- Does not initiate the transmission;
- Does not select the receiver of the transmission;
- Does not select or modify the information contained in the transmission;
- Observes due diligence as required under the IT Rules.

PartyPal observes all due diligence obligations prescribed under the IT Rules, including publication of these Terms and the Privacy Policy, appointment of a Grievance Officer, and removal of unlawful content upon receipt of actual knowledge or government direction.

20. THIRD-PARTY LINKS AND SERVICES

The Platform may contain hyperlinks to third-party websites, applications, or services. These links are provided for convenience only. PartyPal does not control, endorse, or take any responsibility for the content, privacy practices, or terms of any third-party site. Access to third-party sites is at your sole risk.

Third-party payment gateway services, SMS gateways, mapping services, and other integrated tools operate under their own terms and privacy policies. PartyPal is not liable for any failure, breach, or misconduct by such third parties.

21. MODIFICATIONS TO THE PLATFORM AND TERMS

PartyPal reserves the right to modify, suspend, or discontinue the Platform or any feature thereof at any time, with or without notice, and shall not be liable to any User for any such modification, suspension, or discontinuation.

PartyPal may update these Terms at any time. The revised Terms will be posted on the Platform with an updated Effective Date. Your continued use of the Platform after the revised Terms are posted constitutes your acceptance of the revised Terms.

22. TERMINATION

PartyPal may, in its sole discretion and without notice or liability, terminate or suspend your access to the Platform for any reason, including but not limited to breach of these Terms, fraudulent activity, or abuse of the Platform or other users.

Upon termination: (a) your license to use the Platform immediately ceases; (b) PartyPal may delete your account and User Content; and (c) PartyPal reserves the right to retain data as required by Applicable Law or for legitimate business purposes.

Sections 2, 8, 11, 12, 14, 15, 17, 18, and 19 of these Terms shall survive termination of your access to the Platform.

23. GENERAL PROVISIONS

Entire Agreement: These Terms, together with the Privacy Policy and any additional policies referenced herein, constitute the entire agreement between you and PartyPal with respect to the subject matter hereof and supersede all prior agreements, understandings, and representations.

Severability: If any provision of these Terms is found by a competent court or arbitrator to be invalid, illegal, or unenforceable, that provision shall be deemed severed and the remaining provisions shall continue in full force and effect.

No Waiver: PartyPal's failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of PartyPal.

No Agency: Nothing in these Terms creates any agency, partnership, joint venture, franchise, or employment relationship between you and PartyPal.

Assignment: You may not assign or transfer any rights or obligations under these Terms without PartyPal's prior written consent. PartyPal may assign these Terms or any rights hereunder to any affiliate or successor without restriction.

Notices: All legal notices to PartyPal must be sent in writing to: Flat No. 106, SDC Cotyar Ram Nagaria NA, Jaipur – 302017, Rajasthan, India, or by email to legal@partypal.in.

Language: These Terms are drafted in English. In the event of any inconsistency between an English version and any translated version, the English version shall prevail.

24. CONTACT INFORMATION

Registered Office: Flat No. 106, SDC Cotyar Ram Nagaria NA, Jaipur – 302017, Rajasthan, India **General Support:** legal@partypal.in **Legal / Grievance:** Jeet@partypal.in

These Terms are published in compliance with the provisions of Rule 3(1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

— END OF TERMS AND CONDITIONS —

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