



# USER AGREEMENT TERMS & CONDITIONS

<Effective Date: >

<Effective Time: >

<User ID:>

<User Name:>

<User Mobile:>

<User Mobile:>

**User Acceptance of Terms:**

## **APPLICABILITY OF THE AGREEMENT:**

As per the Indian IT Act, A click wrap (also known as click-accept, click-to-sign, or click through) agreement is an online agreement that users agree to by clicking a button or checking a box that says "I agree." The act of signing via an electronic signature is replaced with the act of clicking. User by clicking (by signing up you accept our terms & conditions) [Button] Shall, hereby unequivocally and irrevocably declare, accept the statements, all of which user are fully knowledgeable about, as follows:

This agreement ("user agreement") incorporates the terms and conditions for Xito Consultancy Services Pvt. Ltd to provide services to the person (s) ("the User") intending to purchase or inquiring for any products and/ or services of XCSPL by using XCSPL's websites or using any other customer interface channels of XCSPL which includes its sales persons, offices, call centres, advertisements, information campaigns etc. Both User and XCSPL are individually referred as 'party' to the agreement and collective referred to as 'parties'. The services that The XCSPL provides to you are subject to the following Terms of Use ("TOU"). The XCSPL reserves the right to update the TOU at any time without serving notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

## **Description of Services**

Through its network of Web properties, The XCSPL provides you with access to a variety of resources, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

## **Notices Regarding Software, Documents, and Services available on this Website**

In no event shall the xcspl and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in



connection with the use or performance of software, documents, provision of or failure to provide services, or information available from the services.

### **Notice Specific to Documents Available on this Website**

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Accredited educational institutions, such as universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of The XCSPL.com website or any other The XCSPL owned, operated, licensed or controlled site. Elements of The XCSPL websites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any The XCSPL website may be copied or retransmitted unless expressly permitted by The XCSPL.

### **Privacy and Protection of Personal Information**

See the Privacy Statement disclosures relating to the collection and use of your information.

### **Personal and Non-Commercial Use Limitation**

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

### **No Unlawful or Prohibited Use**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any The XCSPL server, or the network(s) connected to any The XCSPL server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any The XCSPL server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

### **Use of Services**

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the



Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

The XCSPL has no obligation to monitor the Communication Services. However, The XCSPL reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. The XCSPL reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. The XCSPL reserves the right at all times to disclose any information as The XCSPL deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in The XCSPL's sole discretion. Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Services. The XCSPL does not control or endorse the content, messages or information found in any Communication Services and, therefore, The XCSPL specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized The XCSPL spokespersons,



and their views do not necessarily reflect those of The XCSPL. Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

### **Materials Provided to The XCSPL or Posted at Any of The XCSPL Website**

The XCSPL does not claim ownership of the materials you provide to The XCSPL (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting The XCSPL, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all The XCSPL Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of your Submission, as provided herein. The XCSPL is under no obligation to post or use any Submission you may provide and The XCSPL may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

In addition to the warranty and representation set forth above, by Posting a Submission that contain images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Services, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, you are granting (a) to all members of your private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use your Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licenses granted in the preceding sentences for Images will terminate at the time you completely remove such Images from the Services, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time you completely remove such Images. No compensation will be paid with respect to the use of your Images.



## Links to Third Party Sites

The links in this area will let you leave the xcspl's site. The linked sites are not under the control of the xcspl and the xcspl is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The xcspl is not responsible for webcasting or any other form of transmission received from any linked site. The xcspl is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the xcspl of the site.

## Digital Asset Class Usage

- **Digital Asset [GX - Coin]**

[GX- Coins] is a digital asset type powered by XCSPL created to play/exchange for other products and services in its own portal. Each [GX - Coin] s] consist the particular value in it. [One GX- Coin] is equivalent to One Indian Rupee [1-INR]. In order to play games in the XCSPL / Guess-IT gaming platform user must purchase the [GX- Coins]. Winning [GX- Coins] can be settled, converted, redeemed and transferred and also can be exchanged for other products and services in XCSPL Exclusive Portals. Once [GX- Coins] purchased cannot be refunded back to user. User must make use of it according to the terms and conditions of XCSPL / Guess-IT.

- **Digital Asset [X / X [+] - Coin]**

Digital Asset [X / X [+] - Coin] is a are non-depreciated digital asset powered by XCSPL. [X- Coins] can be used to play/exchange for other products and services in XCSPL Exclusive Portals. Each [X- coins] consist the particular value in it. Everyday [Digital Asset [X / X [+] - Coin] s] value be changed based on the demand, default [One X- Coin] value is One Thousand Rupees [INR 1000]. Winning and bonus [X- Coins] can be settled, converted, redeemed, and transferred or exchanged for other products and services in XCSPL Exclusive Portals. On Every 10,000 [GX- Coins] winning [One Digital Asset [X / X [+] - Coin]] will be rewarded to the user. User can also buy Digital Asset [X / X [+] - Coin] and make use of them to make payment for other products and services in XCSPL Exclusive Portals.

- Any person ("User") accessing XCSPL / Guess-IT or the XCSPL / Guess-IT Website, App ('XCSPL / Guess-IT platform') for participating in the various contests and games (including fantasy games), available on XCSPL / Guess-IT platform ("**Contest(s)**") ('XCSPL / Guess-IT Services') shall be bound by these Terms and Conditions, and all other rules, regulations and terms of use referred to herein or provided by XCSPL / Guess-IT in relation to any XCSPL / Guess-IT Services and also all the terms and conditions of Xito Consultancy Services Private Limited – XCSPL.
- XCSPL / Guess-IT shall be entitled to modify these Terms and Conditions, rules, regulations and terms of use referred to herein or provided by XCSPL / Guess-IT in relation to any XCSPL / Guess-IT Services, at any time, by posting the same on XCSPL / Guess-IT. Use of XCSPL / Guess-IT constitutes the User's acceptance of such Terms and Conditions, rules, regulations and terms of use referred to herein or provided by XCSPL / Guess-IT in relation to any XCSPL / Guess-IT Services, as may be amended from time to time. This game involves an element of financial risk and maybe addictive. Please play responsibly and at your own risk. Not an Investment Advice. XCSPL / Guess-IT may, at its sole discretion, also notify the User of any change or modification in these Terms and Conditions, rules, regulations and terms of use



referred to herein or provided by XCSPL / Guess-IT, by way of sending an email to the User's registered email address or posting notifications in the User accounts. The User may then exercise the options provided in such an email or notification to indicate non-acceptance of the modified Terms and Conditions, rules, regulations and terms of use referred to herein or provided by XCSPL / Guess-IT. If such options are not exercised by the User within the time frame prescribed in the email or notification, the User will be deemed to have accepted the modified Terms and Conditions, rules, regulations and terms of use referred to herein or provided by XCSPL / Guess-IT & XCSPL.

- Certain XCSPL / Guess-IT Services being provided on XCSPL / Guess-IT may be subject to additional rules and regulations set down in that respect. To the extent that these Terms and Conditions are inconsistent with the additional conditions set down, the additional conditions shall prevail
- All buying/selling's are subjected to X-Change terms & conditions.
- All buying/selling's are subjected to X-change and other government charges & taxations as per norms.
- All Settlements/redemption are subjected to the X-Change free reserve funds accumulated through the buying/selling.
- All the settlements/redemption of Digital Asset [X / X [+] - Coin]s are subjected to Digital Asset [X / X [+] - Coin]s selling.
- All the deductions of selling/settlements/redemption of Digital Asset [X / X [+] - Coin] s subjected to X-change and other government charges & taxations as per norms.
- Digital Asset [X / X [+] - Coin] is a digital asset coin powered by XCSPL, are regulated and centralized and stored securely with encryption algorithms.
- Digital Asset [X / X<sup>[+]</sup> - Coin] are universally accepted for all exclusive XCSPL products and services.
- All the transactions are made online under RBI surveillance.
- Digital Asset [X / X [+] - Coin] are non-depreciated in nature.
- Digital Asset [X / X [+] - Coin] lock-in periods 90days/365days are subjected to X-Change terms & conditions.
- Digital Asset [X / X [+] - Coin] selling/settlements are based on FCFS methods. Bulk selling/settlements are allowed only for Elite Membership Holders.
- Digital Asset [X / X [+] - Coin] selling/settlements limitations are governed by X-Change terms & conditions and updated into online portal time to time.
- Digital Asset [X / X [+] - Coin] selling/settlements are executed only upon the [X- Coins] selling based on FCFS methods.

#### **BUY TERMS:**

- 18 Years
- 18% GST
- PAN
- Aadhar
- Valid Ph & Email

#### **SELL TERMS:**

- 365 Days Lock-In
- Sell Limit: PW: 25K, PM : 1L, PQ : 3L, PA : 9.99L



- Daily Selling Transaction Limit Formulation: 40% OF TODAY NET INFLOW) / (LAST 7 DAYS TOTAL NO OF PEOPLE REQUESTED TO SELL)
- Assured Selling Period: 7 Working Days
- Re-Credited: If Not Sold
- 42.8% Deduction Towards Tax & Xchange (30% IT, 10% XCG, 18% ON XCG, 1% TDS ON GROSS)
- Only One Request Accepted, post current request clearance another request can be raised.
- ELITE: BULK REQ LIMIT: PW : 25K, PM : 1L, PQ : 3L (AT A TIME)
- ELITE PRO: BULK REQ LIMIT: PW : 25K, PM : 1L, PQ : 3L, PA : 9.99L (AT A TIME)
- FCFS
- Selling Timeline: Monday to Friday | 10:00 AM to 11:00 AM
- Acceptance Limit: 82.8% Of Previous Day Total Sale Value Of XC, in which 42.8% for above said deductions and 40% would be net value settlement. Above the acceptance limit remaining selling requests will be re-credited back immediately.

#### **CANCELLATION TERMS:**

- ◆ Cancellation acceptance: after 90 /365 days lock-in.
- ◆ Cancellation settlement assured period: 180 working days post cancellation acceptance.
- ◆ Cancellation procedure: FCFS.
- ◆ Cancellation settlement: capital reserves.
- ◆ GST charges are non-refundable.
- ◆ 12% pa waiting period payout till cancellation settlement date.
- ◆ Cancellation will also forfeit all occurred earnings, GST and other charges apart from waiting period payouts.
- ◆ Once Cancellation of DIGITAL ASSET [X / X [+]] request has been placed by the True Holder, Cancellation process will not be canceled/reversed.
- ◆ Cancellation Settlements are based on FCFS basis and free reserve funds. Settlements will be executed on the 11th day of every month. Settlement can be made in full/partial based on the free reserve funds available in the company.
- ◆ General Deductions: GST, X-CHANGE, PAID OUT AMOUNT, TDS.

#### **XCSPL / Guess-IT may, at its sole and absolute discretion:**

- ✓ Restrict, suspend, or terminate any User's access to all or any part of XCSPL Guess- IT or XCSPL / Guess-IT Platform Services;
- Change, suspend, or discontinue all or any part of the XCSPL / Guess-IT Platform Services;
- Reject, move, or remove any material that may be submitted by a User;
- Move or remove any content that is available on XCSPL / Guess-IT Platform;
- Deactivate or delete a User's account and all related information and files on the account;
- Establish general practices and limits concerning use of XCSPL / Guess-IT Platform;



- Offer discounts to its users in form it deems fit ("**Bonus**"). All such discounts shall be credited in a separate account called as Bonus Account.
- In the event any User breaches, or XCSPL / Guess-IT reasonably believes that such User has breached these Terms and Conditions, or has illegally or improperly used XCSPL / Guess-IT or the XCSPL / Guess-IT Services, XCSPL / Guess-IT may, at its sole and absolute discretion, and without any notice to the User, restrict, suspend or terminate such User's access to all or any part of XCSPL / Guess-IT Contests or the XCSPL / Guess-IT Platform, deactivate or delete the User's account and all related information on the account, delete any content posted by the User on XCSPL Guess- IT and further, take technical and legal steps as it deems necessary
- If XCSPL / Guess-IT charges its Users a platform fee in respect of any XCSPL Guess- IT Services, XCSPL / Guess-IT shall, without delay, repay such platform fee in the event of suspension or removal of the User's account or XCSPL / Guess-IT Services on account of any negligence or deficiency on the part of XCSPL / Guess-IT, but not if such suspension or removal is effected due to:
  - any breach or inadequate performance by the User of any of these Terms and Conditions; or
  - The XCSPL reserves the right to change/modify/update TOU & Other General Terms & Policy in its sole discretion at any time without serving notice to you.
  - any circumstances beyond the reasonable control of XCSPL / Guess-IT.
  - Users consent to receiving communications such as announcements, administrative messages and advertisements from XCSPL / Guess-IT or any of its partners, licensors or associates.
  - User agreed the Acceptance of T&C by click the acceptance at the time of registrations & purchases has agreed for all the terms and conditions, policy and procedures of X- Change and XCSPL and its Exclusive portals.

### **Eligibility**

- The Contest(s) are open only to persons above the age of 18 years.
- The Contest(s) are open only to persons, currently residing in India.
- XCSPL / Guess-IT may, in accordance with the laws prevailing in certain Indian states, bar individuals residing in those states from participating in the Contest(s). Currently, individuals residing in the Indian states of Assam, Odisha, Sikkim, Nagaland, Andhra Pradesh, Telangana, or Tamil Nadu may not participate in the paid version of the game as the laws of these states are unclear/ bar persons from participating in games of skill where participants are required to buy to enter.
- Persons who wish to participate must have a valid email address.
- Only those Participants who have successfully registered on the XCSPL / Guess-IT shall be eligible to participate in the Contest and win prizes.
- The Game will be open for participation from Indian Standard Time 00:00:00 hours till IST 23:59:59 hours every day.

### **Unsolicited Idea Submission Policy**

The XCSPL or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when the XCSPL'S products or marketing strategies might seem similar to ideas submitted to the XCSPL. So, please do not send your unsolicited ideas to the XCSPL or anyone at the XCSPL. If, despite our request that you not send us your ideas and materials, you still send them, please understand that the XCSPL makes no assurances that your ideas and materials will be treated as confidential or proprietary.





## **Privacy Statement**

The XCSPL and its subsidiaries hereinafter referred as 'XCSPL,' is committed to respect your privacy and choices while using our website. The statement highlights our privacy practices regarding Personal Information that we hold about you.

### **What Personal Information we collect from you and how we use it?**

'Personal Information' means and includes all information that can be linked to a specific individual or to identify any individual, such as name, address, mailing address, telephone number, email address, bank accounts details, credit card number, cardholder name, expiration date, information about the purchase of any product and services all details that may be necessary from the customer.

When you visit XCSPL website, we may collect information regarding the domain and host from which you access the internet, the internet protocol address of the computer or internet service provider you are using, and anonymous statistical data. The website and mobile site uses cookie and tracking technology depending on the features offered. Personal Information will not be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information.

When browsing our Website, you are not required to provide any Personal Information unless and until you choose to make a purchase or sign up for one of our e-mail newsletters or other services.

### **Making a Purchase**

In order to purchase any related services through our Website, you must provide us with certain Personal Information such as your name, credit card number and expiration date, credit card billing address, telephone number, e-mail address and the name or names of the person(s) purchasing (if not you). We may also ask you for other Personal Information, such as your frequent purchaser numbers. We require this information to process, fulfill and confirm your purchase and transactions and keep you informed of each transaction's status. If you are making a purchase for one or more customers other than yourself, you must confirm and represent that each of these other customers have agreed, in advance, that you may disclose their Personal Information to us.

### **Member Registration**

If you choose to become a registered member of Website, you must provide your name, address, telephone number, e-mail address, a unique login name, password, and password validation, and a password hint to help you remember your password. This information is collected on the registration form for several reasons including but not limited to:

1. Personal identification
2. To complete the purchase
3. To allow us to contact you for customer service purposes, if necessary
4. To customize the content of our website, mobile site and mobile app to strive to meet your specific needs; and
5. To make product or other improvements;
6. To confirm your new member registration and each purchase you make.



## **Member Profile**

As a member, you can choose to complete your online profile by providing us with purchase preferences, frequent – customer or affinity numbers, credit card billing information, delivery address, and other Personal Information. This information is primarily used to assist you in making purchase quickly without having to type in the same information repeatedly.

If you choose not to provide your Personal Information that is mandatory to process your request, we may not be able to provide the corresponding service.

## **Data recipients, transfer, and disclosure of Personal Information**

XCSPL does not share your Personal Information with third parties for marketing purposes without seeking your prior permission. XCSPL will seek your consent prior to using or sharing Personal Information for any purpose beyond the requirement for which it was originally collected.

We may share your Personal Information within XCSPL or with any of its subsidiaries, business partners, service vendors, authorized third-party agents, or contractors located in any part of the world for the purposes of data processing, storage, or to provide a requested service or transaction, after ensuring that such entities are contractually bound by data privacy obligations.

When required, XCSPL may disclose Personal Information to external law enforcement bodies or regulatory authorities, in order to comply with legal obligations.

## **Use of cookies**

Cookies are small text files that, like most other Web servers, we place in your device that you use to access our website. This is done to recognize your device during a session or in your future visits to our website, primarily in order to provide better user experience.

### **Types of cookies used**

**Session cookie:** Session cookies remain only as long as a browsing session is active, and are intended to avoid user inconvenience during browsing. These cookies allow websites to link the actions of a user during a browser session and expire at the end of the browsing session. Session cookies also assist the user in navigating the website, and allow the user to access secure parts of the webpage when logged in.

**Persistent cookie:** Persistent cookies are stored on a user's device even after termination of a browsing session. It helps in recalling the preferences or actions of the user. Persistent cookies are used for a variety of purposes such as retaining the visitor's language and regional preference(s) at the end of each browsing session. We may use services of third-party analytics service provider to analyse cookies to carry out a behavioural analysis in order to enhance user experience and convenience, and also to provide targeted and relevant content to visitors.

Depending on the type and settings of your browser, cookies may be accepted by default. You may change the settings of your browser to delete existing cookies or prevent future cookies



from being automatically accepted. If you disable cookies, certain parts and functions of our website may not be available.

### **Access, correction, objection of your Personal Information**

Depending on local law, you may access, update, or correct your Personal Information that we hold, including your profile and preferences. You may do so in the corresponding sections where such information was provided. If you have difficulty in updating or accessing your Personal Information as stated above, you may contact us at [helpdesk@xcspl.com](mailto:helpdesk@xcspl.com)

### **Data security**

XCSPL adopts reasonable and appropriate security practices and procedures that includes administrative, physical security, and technical controls in order to safeguard your Personal Information.

### **Data retention**

XCSPL may retain your Personal Information as long as there is a business requirement, or if otherwise required under applicable laws

### **Linked websites**

XCSPL may provide links to third-party websites and services. However, XCSPL is not responsible for the privacy statements, practices, or the contents of such third- party websites.

### **How to contact us**

If you have any questions regarding our privacy practices or this privacy statement, you may contact us at [helpdesk@xcspl.com](mailto:helpdesk@xcspl.com)

### **Updates to this privacy statement**

XCSPL may change the data privacy practices and update this privacy statement as and when the need arises, and the same will be made available on the website. But our commitment to protect the privacy of website users will continue to remain.

### **Children and Privacy**

Our websites do not target and are not intended to attract children under the age of 18. XCSPL does not knowingly solicit personal information from children under the age of 18 or send them requests for Personal Information.

### **Display of Advertising**

Most of the online advertisements on XCSPL sites and services are displayed by XCSPL Advertising. When we display online advertisements to you, we will place one or more cookies in order to recognize your computer when we display an ad to you. Over time, we may gather information from the sites where we serve ads and use the information to help provide more relevant ads.

### **Communication Preferences**



You can stop the delivery of future promotional e-mail from XCSPL sites and services by following the specific instructions in the e-mail you receive. Depending on the respective service, you may also have the option of proactively making choices about the receipt of promotional e-mail, telephone calls, and postal mail for particular XCSPL sites or services.

### **Payment Security**

The xcspl.com ensures that every transaction you conduct online is in a safe and secure environment. To achieve this, The xcspl.com and other XCSPL related websites is protected by Secured Socket Layer (SSL) technology by VeriSign, the leaders in encryption technology. The process of encryption takes your credit card information and converts it into bits of code that are securely transmitted over the Internet. This scrambled data cannot be read as the information travels over the Internet. Your credit card details may be shared with our service providers or vendors to the extent deemed to be necessary.

### **Notice**

All notices to the OCPS's holders required to be given by the Company and the notices to be given by the OCPS's holders to the Company, shall be in the manner as provided under the Companies Act, 2013 ('the Act').

As per the Indian IT Act, A click wrap (also known as click-accept, click-to-sign, or click through) agreement is an online agreement that users agree to by clicking a button or checking a box that says "I agree." The act of signing via an electronic signature is replaced with the act of clicking. User by clicking (by signing up you accept our terms & conditions) [Button] Shall, hereby unequivocally and irrevocably declare, accept the statements, all of which user are fully knowledgeable about, as follows:

- ✓ I/We am/are a Resident Indian(s)/Person(s) of Indian Origin (PIO) as per the extant laws of the Republic of India currently residing in the India.
- ✓ I/We understand and agree to all the general terms of Xito Consultancy Services Private Limited.
- ✓ I/We understand and agree to all the terms of The Indian Partnership Act 1932.
- ✓ I/We understand and agree to all the terms of Companies Act, 2013.
- ✓ I/We understand and agree to all the terms of Ensuring compliance with Customer Due Diligence for transactions in Virtual Currencies (VC), RBI/2021-22/45 DOR. AML.REC 18 /14.01.001/2021-22. Dated: May 31, 2021. and Writ Petition (Civil) No.528 of 2018 Supreme Court Judgement.
- ✓ I/We understand and agree to all the terms of Share Capital & Debentures Companies (Prospectus And Allotment Of Securities) Rules, 2014. I/We understand and agree to all the terms of Securities and Exchange Board of India [SEBI] Act 1992.
- ✓ I/We understand and agree to all the terms of Reserve Bank of India [RBI] Act 1934
- ✓ I/We understand and agree to all the terms of Company Share Capital And Debenture Rules 2014
- ✓ I/We confirm that by applying for subscription to the schemes of Xito Consultancy Services Private Limited,
- ✓ I/We are not in any non-compliance, violation or in irregularity with any/all extant laws (of any jurisdiction) applicable to me/us and that I/We have not been barred/prohibited from accessing the capital markets under any order/ruling/judgement/decreed etc. in any jurisdiction.

- ✓ I/We understand and acknowledge that Xito Consultancy Services Private Limited, Xito Consultancy Services Private Limited reserves the right to reject or accept any investments and may redeem any investments already made, at their sole discretion and as they may deem fit without assigning any reasons.
- ✓ I/we hereby authorize Xito Consultancy Services Private Limited, Xito Consultancy Services Private Limited or their respective directors, trustees, employees, agents, assigns to disclose, share or remit in any form/manner/mode any information pertaining to the investment(s) being made by me/us to any Indian or foreign statutory, regulatory, judicial, judicial authority/agency without any intimation to me/us.
- ✓ I/we hereby declare that I/we are fully aware of the implications (legal, compliance, regulatory and tax related) of making such investment and I/we am/are taking this investment decision based on the advice of tax consultant(s) and legal counsel.

I/we hereby declare that the said investment(s) is being made by me/us under my/our free will and volition and no person (directly or indirectly) whatsoever has made any force/communication/solicitation/advertisement/marketing(active/passive) to me/us for making such investment in the scheme(s) of Xito Consultancy Services Private Limited either by way of

(a) any physical means (including but not limited to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media, seminar, meeting, press conference, mailings, billboards or

(b) any electronic means (including but not limited to a television/radio broadcast, internet, social

media, electronic mails) in a jurisdiction of which I am a resident by any person(s) including Xito Consultancy Services Private Limited or their respective directors, trustees, employees, agents, assigns.

In case of any inconsistency being found between the information being provided by me/us in the application form provided by me/us for making investments and the information contained herein, the contents of this declaration shall prevail.

### **Acts & Regulations**

- Registered under [Companies Act 2013](#).
- Ensuring compliance with [Securities and Exchange Board of India \[SEBI\] Act 1992](#).
- Ensuring compliance with [Customer Due Diligence for transactions in Virtual Currencies \(VC\)](#), RBI/2021-22/45 DOR. AML.REC 18 /14.01.001/2021-22. Dated : May 31, 2021. and [Writ Petition \(Civil\) No.528 of 2018 Supreme Court Judgement](#).
- [Reserve Bank of India \[RBI\] Act 1934](#).
- [Company Share Capital And Debenture Rules 2014](#).
- [Share Capital & Debentures Companies \(Prospectus And Allotment Of Securities\) Rules, 2014](#).
- Regulations governing standards for Know Your Customer (KYC), Anti-Money Laundering (AML), Combating of Financing of Terrorism (CFT) and obligations of regulated entities under Prevention of Money Laundering Act, (PMLA), 2002 in addition to ensuring compliance with relevant provisions under Foreign Exchange Management Act (FEMA) for overseas remittances.
- Pursuant to sub-section (3) of section 46 of the companies act, 2013 and rule 5(2) of the companies (share capital and debentures) Rules 2014.
- [THE INDIAN PARTNERSHIP ACT, 1932](#)

### **Disclosure**



- PAYMENT: WE ACCEPT ALL MAJOR DEBIT / CREDIT/ AMEX CARDS / CHEQUE / DEMAND DRAFT / NEFT / RTGS / IMPS / NET BANKING / CC AVENUE / WALLET PAYMENTS / PAY U MONEY.
- XCSPL/ XCSPL AD –AGENTS / XCSPL FINANCIAL ADVISORS WILL NOT ACCEPT ANY CASH PAYMENTS.
- Xito Consultancy Services Private Limited – [XCSPL] issuing PPA under The Indian Partnership ACT, 1932. PPA Will be issued to contribution value above INR 20,000.
- Xito Consultancy Services Private Limited Issue OCPS to contribution value above INR 1,00,00,000. Pursuant to sub-section (3) of section 46 of the companies act, 2013 and rule 5(2) of the companies (share capital and debentures) Rules 2014.
- Xito Consultancy Services Private Limited Digital assets under compliance with Customer Due Diligence for transactions in Virtual Currencies (VC), RBI/2021-22/45 DOR. AML.REC 18 /14.01.001/2021-22. Dated: May 31, 2021 and Writ Petition (Civil) No.528 of 2018 Supreme Court Judgement.
- X-CHANGE Deduction of 10% on overall settlement value will be charged with respect to Transfers and Selling.
- TDS & OTHER CHARGES: 32.8% Applicable on all settlements provided by the XCSPL.
- GST OF 18% Applicable on all products and services provided by the XCSPL.
- All PPA/X/X [+]-COINS/OCPS of “XCSPL” are Privately Traded and explained, projected in detail & sold by only authorized company/company representatives, authorized Financial institutions. Xcspl company stocks are not traded in public share markets. All investment and payments towards “XCSPL”., paid via: demand draft / account payee cheque and also through online payment.
- Important Note: XCSPL / XCSPL AD- AGENTS / XCSPL FINANCIAL ADVISORS WILL NOT promote/ entertain/ involve in any kind of MLM, Network Marketing, Pyramid Schemes, Chain Marketing, Referral Marketing or any other illegal marketing practices.
- As per the Indian IT Act, “This document is computer generated and does not require the Registrar's signature or the Company's stamp in order to be considered valid”. ENDORSEMENT.
- A click wrap (also known as click-accept, click-to-sign, or click through) agreement is an online agreement that users agree to by clicking a button or checking a box that says “I agree.” The act of signing via an electronic signature is replaced with the act of clicking. User by clicking (by signing up you accept our terms & conditions) [Button] Shall, hereby unequivocally and irrevocably declare, accept the statements, all of which user are fully knowledgeable.
- This game involves an element of financial risk and maybe addictive. Please play responsibly and at your own risk. Not an Investment Advice.
- In case of any complaints Email: [helpdesk@xcspl.com](mailto:helpdesk@xcspl.com)

\*\*\*\*\*END\*\*\*\*\*