

TERMS AND CONDITIONS OF USE

AcknX – Automated Royalty & DC Pass Acknowledgement Agent

Platform: www.AcknX.in | Developed & Maintained by the Creators of AcknX
(www.AcknX.in)

Effective Date: June 06, 2026 | Version 3.0 | Click-Wrap Agreement

Governed under: Section 10A, IT Act 2000 | Indian Contract Act, 1872 | DPDP Act, 2023

TERMS AND CONDITIONS OF USE

AcknX – Automated Royalty & DC Pass Acknowledgement Agent

Platform: www.AcknX.in

Developed & Maintained by the Creators of AcknX (www.AcknX.in)

Effective Date: June 06, 2026 | Version 3.0 | Click-Wrap Agreement

Governed under: Section 10A, Information Technology Act, 2000 | Indian Contract Act, 1872 | Digital Personal Data Protection Act, 2023

IMPORTANT LEGAL NOTICE: THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING CLICK-WRAP AGREEMENT UNDER SECTION 10A OF THE INFORMATION TECHNOLOGY ACT, 2000, READ WITH THE INDIAN CONTRACT ACT, 1872. BY CHECKING THE ACCEPTANCE CHECKBOX AND/OR CLICKING 'I AGREE' ON www.AcknX.in, YOU IRREVOCABLY CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY ACCEPTED THESE TERMS IN THEIR ENTIRETY. DO NOT PROCEED IF YOU DO NOT AGREE.

AcknX (www.AcknX.in) is an independent, privately developed automation platform developed and maintained by its creators. It is not affiliated with, endorsed by, or acting on behalf of any Government authority, ministry, or the CGM Portal operators. These Terms have been deliberately drafted to be fair, transparent, and compliant with Indian law.

1. PREAMBLE AND SCOPE OF AGREEMENT

These Terms and Conditions of Use (hereinafter referred to as "Agreement") constitute a legally binding click-wrap contract between AcknX, the automation platform accessible at www.AcknX.in (hereinafter referred to as "AcknX", "We", "Us", "Our", "the Platform", or "AcknX.in"), and the individual, entity, or organisation accessing or using the AcknX automated agent (hereinafter referred to as "User", "You", or "Your").

AcknX (www.AcknX.in) is an independent automation utility developed and maintained by its creators to facilitate routine interactions on the Government Portal of Geology & Mining, i.e., the Citizen Geology & Mining (CGM) Portal at <https://cgmatr.ncode.in> (hereinafter referred to as "CGM Portal").

- This Agreement governs all access to and use of the AcknX platform at www.AcknX.in, its features, functionalities, and all associated services, including the AcknX Agent.
- The creators of AcknX.in have developed this platform as a private commercial utility and do not claim any governmental authority, statutory recognition, or official endorsement from any Government body.
- This Agreement is supplementary to and does not supersede the terms, policies, or statutory obligations imposed by the CGM

Portal, applicable Government regulations, or any relevant laws of the Republic of India.

- Use of www.AcknX.in implies full, informed, and unconditional acceptance of this Agreement.

2. LEGAL BASIS AND ENFORCEABILITY OF THIS CLICK-WRAP AGREEMENT

This Agreement is a Click-Wrap Agreement – a form of electronic contract expressly recognised and enforceable under Indian law. AcknX.in has structured this Agreement to meet all statutory requirements for enforceability under applicable Indian legislation.

2.1 Statutory Recognition under the IT Act, 2000

- This Agreement is an electronic contract governed by and enforceable under Section 10A of the Information Technology Act, 2000. Section 10A expressly provides that contracts concluded electronically – including through offer, acceptance, or revocation communicated via electronic means – shall not be denied legal validity or enforceability solely on the ground that they were executed electronically.
- The act of checking the acceptance checkbox and/or clicking "I Agree" on www.AcknX.in constitutes a valid, electronic acceptance of this Agreement within the meaning of Section 10A of the IT Act, 2000.
- AcknX.in maintains electronic records of all acceptances in accordance with applicable provisions of the IT Act, 2000, and the IT (Amendment) Act, 2008. Such records shall be admissible as evidence of acceptance in any legal or regulatory proceedings.

2.2 Compliance with the Indian Contract Act, 1872

- This Agreement is structured to satisfy all essential conditions of a valid contract under the Indian Contract Act, 1872, including: (i) a lawful offer by AcknX.in to provide the AcknX Agent; (ii) an unambiguous acceptance by the User through the affirmative checkbox action; (iii) lawful consideration in the form of access to AcknX's services; (iv) parties competent to contract; and (v) free and informed consent of the User.
- By clicking "I Agree", the User confirms that their consent is free, voluntary, and not induced by coercion, fraud, undue influence, misrepresentation, or mistake, as those terms are understood under Sections 13 to 22 of the Indian Contract Act, 1872.
- Any User found to be a minor (below 18 years of age) at the time of acceptance shall be deemed incompetent to contract under Section 11 of the Indian Contract Act, 1872. Agreements accepted by minors are void under Indian law. AcknX.in expressly prohibits use of the platform by persons below 18 years of age.

2.3 Requirements for Valid Click-Wrap Acceptance on AcknX.in

AcknX.in has designed its acceptance mechanism to satisfy the following criteria recognised by Indian courts and legal principles for the validity of click-wrap agreements:

- **Clear Notice and Accessibility:** The full text of these Terms and Conditions is prominently displayed or accessible via a clearly visible and functioning hyperlink immediately adjacent to the acceptance checkbox on www.AcknX.in. The User is afforded a reasonable opportunity to review the Terms before clicking.
- **Affirmative Action:** The User must manually check an empty checkbox or click a clearly labelled "I Agree" or "Accept" button.

Pre-ticked boxes or passive scrolling shall not constitute valid acceptance under AcknX.in's acceptance mechanism.

- Competency: The User confirms by their acceptance that they are above 18 years of age, of sound mind, and not otherwise disqualified from entering into a contract under applicable law.
- Lawful Object: These Terms govern a lawful automation service. No provision herein requires the User to engage in any illegal activity, and any clause purporting to facilitate an unlawful act shall be treated as severable and void to that extent.

2.4 Judicial Limitations – Unconscionability and Fairness

AcknX.in acknowledges that click-wrap agreements are contracts of adhesion, where the User has limited ability to negotiate individual terms. In recognition of this, and in compliance with the principles upheld by Indian courts, AcknX.in confirms the following:

- AcknX.in has endeavoured to ensure that no provision of this Agreement is unconscionable, grossly unfair, or unreasonably one-sided so as to deprive the User of basic legal rights. AcknX.in acknowledges that Indian courts hold the power to strike down specific clauses that are found to be unconscionable or in violation of fundamental rights, notwithstanding the User's click-wrap acceptance.
- Nothing in this Agreement shall be construed to waive or extinguish any statutory rights vested in the User under Indian consumer protection law, data protection law, or any other mandatory statutory provision that cannot be contracted out of.
- The limitations of liability set out in Clause 9 of this Agreement are intended to reflect a fair and proportionate allocation of risk, not an absolute exclusion of all legal accountability.
- AcknX.in invites Users who believe any clause to be unfair or unreasonable to contact AcknX.in at legal@acknx.in prior to

using the platform. Continued use following written notice of a disputed clause shall constitute final acceptance of that clause.

2.5 Statutory Exclusions – Documents Not Executable by Click-Wrap

The User acknowledges that under the First Schedule of the Information Technology Act, 2000, the following categories of legal instruments cannot be executed electronically and are therefore outside the scope of this click-wrap Agreement:

- Wills, codicils, and testamentary documents.
- Negotiable instruments including promissory notes and bills of exchange (other than cheques).
- Powers of attorney.
- Trust deeds.
- Deeds for sale, conveyance, or transfer of immovable property.

This Agreement does not purport to govern any of the above categories of documents. Its scope is strictly limited to the User's access to and use of the AcknX automation service at www.AcknX.in.

3. DEFINITIONS

For the purposes of this Agreement, the following terms shall carry the meanings assigned to them:

- "AcknX" or "AcknX.in" refers to the automation platform and service operated by its creators, accessible at www.AcknX.in, including all its agents, tools, interfaces, and sub-services.
- "AcknX Agent" or "Agent" refers to the automated software tool developed and operated by the creators of AcknX.in for performing Automated Actions on the CGM Portal on behalf of the User.

- "AcknX Creators" refers to the individual(s) or team who have developed, built, and maintain the AcknX platform at www.AcknX.in, including any successors, assignees, or entities operating under the AcknX brand.
- "CGM Portal" refers to the Government Portal of Geology & Mining at <https://cgmatr.ncode.in>, operated by the relevant Government authority.

"Click-Wrap Agreement" refers to this electronically accepted contract, formed upon the User's affirmative act of checking the acceptance checkbox or clicking "I Agree" on www.AcknX.in, as recognised under Section 10A of the IT Act, 2000.

- "User Credentials" refers to the login ID, password, CAPTCHA response, OTP, and any other authentication information provided by the User to access the CGM Portal through the AcknX Agent.
- "Automated Actions" refers to all actions performed by the AcknX Agent on the CGM Portal including but not limited to login, acknowledgement of royalties, acknowledgement of DC Passes, navigation, and data submission.
- "Sensitive Information" refers to User Credentials and any other personal, financial, or official data submitted by the User through the AcknX.in interface.
- "Personal Data" has the meaning assigned to it under the Digital Personal Data Protection Act, 2023, and refers to any data that identifies or is capable of identifying the User.
- "Government Proceedings" refers to any inquiry, investigation, penalty, notice, show-cause, suspension, ban, disabling of services, or legal action initiated by any Government authority in connection with the use or misuse of the CGM Portal.

- "Intellectual Property" refers to all proprietary software code, algorithms, designs, logos, brand elements, and processes developed by the creators of AcknX.in and constituting the AcknX platform.
- "Third-Party Services" refers to any external services, APIs, platforms, or tools not owned or operated by AcknX.in that may be integrated into or accessed through the AcknX Agent.

4. NATURE AND SCOPE OF THE AcknX AGENT

The AcknX Agent (www.AcknX.in) is a privately developed automation utility that replicates, through programmatic means, the manual actions that a human operator would otherwise perform on the CGM Portal. All actions executed by the Agent are legally attributed to the User.

The scope of Automated Actions performed by the AcknX Agent includes, but is not limited to:

- Accessing the CGM Portal login interface at <https://cgmatr.ncode.in> on behalf of the User.
- Entering User-provided login credentials and CAPTCHA responses into the Portal's authentication fields.
- Navigating through various sections and features of the CGM Portal as instructed by the User.
- Performing acknowledgement of royalties and DC (Dispatch Certificate) Passes on behalf of the User.
- Executing any other Portal functionality as may be made available through the AcknX.in platform from time to time.

The User expressly acknowledges and understands that:

- The AcknX Agent acts solely as an automation intermediary and does not exercise independent judgment, discretion, or authority over the actions performed on the Portal.
- All actions performed by the AcknX Agent on the CGM Portal are treated, for all legal and administrative purposes, as actions performed directly and personally by the User.
- AcknX.in does not independently access, verify, validate, or audit the accuracy, legality, or completeness of the data submitted through its interface.
- The AcknX Creators bear no operational responsibility for any outcome arising from the Automated Actions performed by the Agent on the CGM Portal.

5. ELIGIBILITY AND USER REGISTRATION

To be eligible to use the AcknX platform at www.AcknX.in and to access the AcknX Agent, the User must satisfy all of the following conditions:

- The User must be at least 18 years of age and legally competent to enter into a binding contract under Section 11 of the Indian Contract Act, 1872. Use of the AcknX platform by persons below 18 years is strictly prohibited and any agreement so formed is void ab initio under Indian law.
- The User must be a registered and authorised account holder on the CGM Portal (<https://cgmatr.ncode.in>), possessing valid and lawfully obtained credentials for the same.
- The User must be duly authorised under applicable law and the rules of the CGM Portal to perform the actions they intend to automate through the AcknX Agent.
- The User must not be prohibited by any court order, Government directive, or regulatory restriction from accessing the CGM

Portal or conducting mining-related transactions thereunder.

- Where the User is a legal entity (company, firm, or other body corporate), the individual accessing AcknX.in on the entity's behalf must be duly authorised to bind the entity to this Agreement, and by accepting these Terms represents that such authorisation exists.

AcknX.in reserves the right to deny access or terminate User accounts where eligibility conditions are not met or are found to have been misrepresented at the time of registration.

6. VOLUNTARY SUBMISSION OF SENSITIVE INFORMATION

The User acknowledges and confirms the following with respect to the submission of Sensitive Information to the AcknX Agent at www.AcknX.in:

- The submission of User Credentials and any other Sensitive Information to the AcknX Agent is entirely voluntary and is made at the User's own free will and informed discretion.
- The User has not been coerced, misled, or compelled in any manner to provide such Sensitive Information to AcknX or its creators.
- The User bears sole and exclusive responsibility for the accuracy, authenticity, and integrity of all information provided to the AcknX Agent through www.AcknX.in.
- The User represents and warrants that they are the authorised holder of the User Credentials provided and are legally entitled to use the CGM Portal account to which such credentials belong.

- AcknX.in and its creators shall not be held liable for any consequences, direct or indirect, arising from the User's voluntary disclosure of Sensitive Information.
- The User is solely responsible for maintaining the confidentiality and security of their User Credentials and for all activity occurring under their CGM Portal account, whether performed by the User directly or through the AcknX Agent.
- The User acknowledges that by sharing credentials with any third-party platform, including AcknX.in, they do so at their own risk, and AcknX.in's creators expressly disclaim liability for any compromise of such credentials arising from factors beyond AcknX's reasonable control.

7. DISCLAIMER OF GOVERNMENT AFFILIATION

AcknX (www.AcknX.in) and its creators are NOT affiliated with, endorsed by, or authorised by any Government authority, ministry, or the CGM Portal operators. AcknX.in is a private automation platform exclusively.

- AcknX.in is a private, independent automation service developed and maintained by its creators. It is in no manner affiliated with, authorised by, or operating under the sanction or approval of the Government of India, any State Government, the Directorate of Geology & Mining, or any other statutory, regulatory, or governmental authority.
- The AcknX Creators do not represent any Government authority, and the services provided at www.AcknX.in do not carry any official endorsement, certification, or recognition from the CGM Portal operators or related Government departments.

- The use of the AcknX Agent to interact with the CGM Portal does not confer upon the User any special status, official sanction, or protection from regulatory scrutiny by Government authorities.
- AcknX.in makes no representation or warranty that the use of its Agent is consistent with the terms of use, policies, or technical standards prescribed by the CGM Portal or the concerned Government authority.
- The AcknX brand, logo, and platform at www.AcknX.in are proprietary to its creators and do not imply any governmental association whatsoever.

8. COMPLIANCE WITH CGM PORTAL TERMS AND APPLICABLE LAW

It is the sole and absolute responsibility of the User to ensure compliance with all applicable laws, regulations, and terms of service before and during use of the AcknX Agent:

- The User must independently review, understand, and comply with the Terms of Use, policies, and guidelines published by the CGM Portal at <https://cgmatr.ncode.in> before using the AcknX Agent.
- The User agrees to comply with all applicable provisions of the Information Technology Act, 2000 and the IT (Amendment) Act, 2008, including provisions relating to unauthorised access to and misuse of Government computer resources.
- The User agrees to comply with all applicable provisions of the Mines and Minerals (Development and Regulation) Act, 1957, and all rules, regulations, and notifications thereunder, governing royalties, DC passes, and related filings.

- The User acknowledges that automated access to Government portals may attract scrutiny under cybersecurity and computer misuse provisions of applicable Indian law, and the User assumes full and sole legal responsibility for any such exposure.
- AcknX.in and its creators are not legal advisors. Nothing in these Terms or AcknX's services constitutes legal advice. Users are independently responsible for obtaining appropriate legal counsel regarding their obligations under the CGM Portal and applicable mining law.
- The User shall remain solely responsible for any violation of applicable law or Portal terms of use arising from or in connection with their use of the AcknX Agent at www.AcknX.in.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion of Liability

To the fullest extent permitted by applicable law — and subject to the judicial limitations on unconscionable exclusions acknowledged in Clause 2.4 — AcknX.in and its creators, officers, employees, contractors, and representatives shall not be liable for any loss, damage, penalty, or consequence arising from:

- Any penalties, fines, or financial sanctions imposed by any Government authority in connection with the use of the CGM Portal through the AcknX Agent (www.AcknX.in).
- Any regulatory scrutiny, inquiry, audit, show-cause notice, or investigation initiated by any Government department or statutory body against the User.
- Suspension, deactivation, banning, or disabling of the User's CGM Portal account or services by the Portal operators or concerned authorities.

- Errors, inaccuracies, or failures in the CGM Portal's systems, servers, or software affecting the outcome of Automated Actions performed by the AcknX Agent.
- Any Government proceedings, administrative actions, or legal proceedings of any nature initiated against the User arising from or connected with the use of the CGM Portal through AcknX.in.
- Any loss of data, business, revenue, reputation, or opportunity resulting from the use of or inability to use the AcknX Agent.
- Technical failures, service interruptions, CAPTCHA errors, session timeouts, Portal downtime, or any other technical anomalies encountered during operation of the AcknX Agent.
- Any indirect, incidental, special, punitive, consequential, or exemplary damages of any kind arising from the use of www.AcknX.in.

9.2 Cap on Liability

Notwithstanding any other provision of this Agreement, and acknowledging the principle of fair risk allocation upheld by Indian courts in contracts of adhesion, the aggregate liability of AcknX.in and its creators to the User, for any cause whatsoever and regardless of the form of action, shall not exceed the total fees, if any, actually paid by the User to AcknX.in in the three (3) calendar months immediately preceding the event giving rise to such liability.

9.3 User Indemnification Obligation

The User agrees to indemnify, defend, and hold harmless AcknX.in and its creators, officers, employees, affiliates, agents, and representatives from and against any and all claims, demands, proceedings, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- The User's use or misuse of the AcknX Agent at www.AcknX.in.

- Any violation by the User of these Terms and Conditions.
- Any violation by the User of the CGM Portal's terms of use or applicable law.
- Any Government proceedings, regulatory actions, or third-party claims arising from the User's use of the AcknX Agent.
- The User's submission of inaccurate, unauthorised, fraudulent, or incomplete information through www.AcknX.in.
- Any claim that the User's use of [AcknX.in](http://www.AcknX.in) infringes the rights of any Government body, regulatory authority, or third party.

10. DATA PROTECTION AND PRIVACY – DPDP ACT, 2023 COMPLIANCE

AcknX.in processes Personal Data and User Credentials in compliance with the Digital Personal Data Protection Act, 2023 (DPDP Act). Consent to data processing under this Agreement is freely given, specific, informed, unconditional, and unambiguous, as required by the DPDP Act.

10.1 Nature and Purpose of Data Processing

AcknX.in processes the following categories of User data solely to facilitate the Automated Actions described in this Agreement: (i) User Credentials (login ID, password, CAPTCHA); (ii) CGM Portal account-related information; and (iii) transaction data relating to royalties and DC Pass acknowledgements.

AcknX.in processes this data strictly on the basis of the User's consent, as expressed through the click-wrap acceptance of these Terms, and for no

10.2 Consent Standards under the DPDP Act, 2023

- In compliance with the Digital Personal Data Protection Act, 2023, the User's consent to the processing of their Personal Data by AcknX.in is: (i) freely given – not coerced or made a precondition for an unrelated service; (ii) specific – limited to the processing activities described in this Clause; (iii) informed – the User has been provided clear notice of what data is processed and for what purpose; (iv) unconditional – not bundled with consent to unrelated data processing; and (v) unambiguous – expressed through the deliberate affirmative act of checking the acceptance checkbox on www.AcknX.in.
- AcknX.in shall not compel the User to consent to the collection of Personal Data that is not necessary for the provision of the AcknX automation service. Consent to ancillary or unnecessary data processing shall be sought separately and shall not be a precondition for accessing the core AcknX Agent functionality.

10.3 Right to Withdraw Consent

- In accordance with the DPDP Act, 2023, the User has the right to withdraw their consent to the processing of their Personal Data by AcknX.in at any time. The User may withdraw consent by: (i) contacting AcknX.in at legal@acknx.in with a written request; or (ii) using the consent withdrawal mechanism provided on www.AcknX.in (where available).
- The withdrawal of consent shall be effected with the same ease and through as simple a mechanism as was the giving of consent, in accordance with the DPDP Act, 2023. AcknX.in shall process consent withdrawal requests within a reasonable time as may be prescribed under applicable law.

- The withdrawal of consent shall not affect the legality of data processing carried out by AcknX.in prior to the withdrawal. Following consent withdrawal, the User's access to the AcknX Agent may be discontinued, as the processing of User Credentials is necessary to provide the service.

10.4 Data Retention, Storage, and Sharing

- AcknX.in does not permanently store User Credentials beyond the operational session unless expressly agreed to in a separate written data processing or subscription agreement.
- AcknX.in does not sell, trade, share, or disclose User Personal Data to third parties, except as required by applicable law or pursuant to a lawful order of a competent authority.
- AcknX.in employs reasonable technical and organisational security measures to protect Personal Data transmitted through its platform. However, no data transmission over the internet can be guaranteed to be entirely secure, and the User accepts this inherent limitation.
- In the event of a data breach affecting User Personal Data, AcknX.in shall notify affected Users and, where applicable, the relevant Data Protection Board of India, within such time as may be prescribed under the DPDP Act, 2023.

10.5 User Rights under the DPDP Act, 2023

The User, as a Data Principal under the DPDP Act, 2023, is entitled to the following rights with respect to their Personal Data processed by AcknX.in:

- Right to access: The User may request information about what Personal Data AcknX.in holds about them.
- Right to correction: The User may request correction of inaccurate or incomplete Personal Data.

- Right to erasure: The User may request deletion of Personal Data that is no longer necessary for the purpose for which it was collected, subject to AcknX.in's legal obligations.
- Right to grievance redressal: The User may raise grievances regarding data processing with AcknX.in's designated point of contact at legal@acknx.in, and thereafter with the Data Protection Board of India if unsatisfied.
- Right to nominate: The User may nominate an individual to exercise their data rights in the event of death or incapacity.

To exercise any of the above rights, the User may contact AcknX.in at legal@acknx.in or through the mechanisms provided on www.AcknX.in.

11. INTELLECTUAL PROPERTY RIGHTS

All intellectual property in the AcknX platform, including its name, logo, software, code, domain, and processes, is exclusively owned by the creators of AcknX.in and is protected under applicable Indian intellectual property law.

- The AcknX platform, including all software, code, algorithms, interfaces, designs, logos, the "AcknX" brand name, and the domain www.AcknX.in, constitutes the exclusive intellectual property of the AcknX Creators, protected under the Copyright Act, 1957, the Trade Marks Act, 1999, and other applicable Indian IP laws.
- No part of the AcknX platform or its Intellectual Property may be copied, reproduced, reverse-engineered, decompiled, modified, distributed, sub-licensed, or otherwise exploited without the prior written consent of the AcknX Creators.

- The User is granted a limited, non-exclusive, non-transferable, revocable licence to access and use the AcknX Agent solely for the purposes described in this Agreement and solely during the term of the User's subscription or access period on www.AcknX.in.
- The User shall not misrepresent AcknX.in, its brand, or its creators in any communication, whether public or private.
- Any feedback, suggestions, or improvements shared by the User with AcknX.in shall be deemed freely licensed to AcknX.in and its creators for use without compensation or attribution to the User, unless otherwise agreed in writing.
- Unauthorised use of the AcknX brand, name, logo, or any element of its Intellectual Property shall render the User liable for infringement under applicable Indian intellectual property law.

12. DISCLAIMER OF WARRANTIES

THE AcknX AGENT (www.AcknX.in) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AcknX.in AND ITS CREATORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED. THIS DISCLAIMER IS SUBJECT TO ANY STATUTORY RIGHTS THE USER MAY HAVE UNDER APPLICABLE INDIAN LAW THAT CANNOT BE EXCLUDED BY CONTRACT.

- Any implied warranty of merchantability, fitness for a particular purpose, or non-infringement.
- Any warranty that the AcknX Agent will function without interruption, error, or delay at all times.

- Any warranty that the AcknX Agent will successfully complete all Automated Actions on the CGM Portal in every instance.
- Any warranty regarding the accuracy, reliability, or completeness of any data processed or transmitted through www.AcknX.in.
- Any warranty that the use of the AcknX Agent is compliant with the CGM Portal's terms of service or applicable law.
- Any warranty that the CGM Portal will remain accessible, responsive, or operational during the use of the AcknX Agent.

13. RISKS ASSUMED BY THE USER

By choosing to use the AcknX Agent at www.AcknX.in, the User expressly, knowingly, and voluntarily acknowledges and assumes the following risks:

- The risk that the CGM Portal operators may detect automated or bot-driven access patterns and may consequently suspend, block, or permanently disable the User's CGM Portal account or services.
- The risk that Government authorities may initiate inquiries, audits, scrutiny, or legal proceedings against the User arising from actions performed through the AcknX Agent at www.AcknX.in.
- The risk of technical failures, incorrect submissions, or system errors that may result in non-compliance, late filing, or erroneous acknowledgement of royalties and DC Passes.
- The risk that regulatory changes to the CGM Portal or applicable law may affect the functioning, legality, or continued availability of the AcknX.in platform.
- The risk that Sensitive Information transmitted through the AcknX.in interface may be subject to interception, compromise,

or misuse by malicious third parties beyond AcknX's control.

- The risk that CAPTCHA-solving, session management, or authentication performed by the AcknX Agent may fail, resulting in incomplete or unsuccessful transactions on the Portal.
- The risk of financial loss, penalties, or regulatory action arising from incorrect or incomplete filings caused by Portal errors, network issues, or data anomalies during an automated session.

14. PROHIBITED USES

The User agrees that they shall not use the AcknX Agent at www.AcknX.in for any of the following prohibited purposes:

- Submitting false, fraudulent, fabricated, or misleading information on the CGM Portal.
- Accessing CGM Portal accounts for which the User does not possess valid and duly authorised credentials.
- Performing any action on the CGM Portal that is in violation of applicable law or Government policy.
- Facilitating the evasion of royalties, levies, or statutory obligations under the Mines and Minerals (Development and Regulation) Act or any other applicable legislation.
- Engaging in any activity that constitutes an unauthorised use of a Government computer resource under the Information Technology Act, 2000.
- Reselling, sub-licensing, white-labelling, or making the AcknX Agent available to third parties without prior written authorisation from the AcknX Creators.

- Attempting to reverse-engineer, decompile, scrape, or extract the underlying code, algorithms, or processes of the AcknX.in platform.
- Using the AcknX platform to circumvent, interfere with, or disrupt any security feature, access control, or anti-automation mechanism of the CGM Portal.
- Impersonating another person, entity, or mining operator on the CGM Portal through the AcknX Agent.

Any violation of the above prohibitions shall render the User solely liable for all consequences thereof. AcknX.in and its creators reserve the right to immediately terminate the User's access to www.AcknX.in without notice or refund upon detection of any such violation.

15. PAYMENT, SUBSCRIPTION, AND REFUND POLICY

Where AcknX.in offers its services on a paid subscription or per-use basis, the following terms shall govern:

- All fees charged by AcknX.in for access to the AcknX Agent are as displayed on www.AcknX.in at the time of subscription or purchase and are subject to revision at the sole discretion of the AcknX Creators with prior notice to active subscribers.
- Payments once made to AcknX.in are generally non-refundable, except where expressly stated in the applicable subscription plan or as required by mandatory applicable law.
- AcknX.in does not guarantee uninterrupted service during any paid subscription period. Portal downtime, scheduled maintenance, or Government-side access restrictions shall not ordinarily entitle the User to a refund.
- Where service unavailability is attributable solely to AcknX.in (and not to the CGM Portal, Government action, or User-side

issues), AcknX.in may, at its sole discretion, offer a pro-rata credit or extension of the subscription period.

- The User is responsible for ensuring that payment details provided to AcknX.in are accurate and valid. AcknX.in shall not be liable for failed transactions arising from incorrect payment details provided by the User.
- All fees are exclusive of applicable taxes, including Goods and Services Tax (GST), which shall be borne solely by the User as per applicable Indian tax law.

16. FORCE MAJEURE

AcknX.in and its creators shall not be held liable for any failure or delay in the performance of their obligations under this Agreement arising from circumstances beyond their reasonable control, including but not limited to:

- Acts of God, natural disasters, floods, earthquakes, or other natural calamities.
- Government-imposed restrictions, orders, lockdowns, or policy changes affecting access to the CGM Portal.
- CGM Portal downtime, scheduled maintenance, server outages, or changes in the Portal's technical architecture effected by the concerned Government authority.
- Internet service disruptions, cyberattacks, denial-of-service attacks, or other network failures beyond AcknX.in's reasonable control.
- Changes in applicable law or regulatory policy that render the provision of AcknX's services impossible, illegal, or impractical.

- Pandemics, epidemics, civil unrest, war, or declaration of national emergency.

AcknX.in shall endeavour to notify Users through www.AcknX.in or registered contact details as soon as reasonably practicable following the occurrence of a force majeure event. AcknX.in's obligations shall be suspended for the duration of such event without liability.

17. ACCOUNT SUSPENSION AND TERMINATION

AcknX.in and its creators reserve the right, at their sole discretion and without prior notice or liability, to:

- Suspend or permanently terminate a User's access to the AcknX platform (www.AcknX.in) at any time, including for violation of this Agreement, applicable law, or the CGM Portal's terms of use.
- Discontinue, modify, or alter any feature or functionality of the AcknX Agent at any time.
- Terminate a User's account upon detection of fraudulent, prohibited, or harmful use of the AcknX platform.
- Terminate this Agreement with or without cause, whereupon all rights granted to the User hereunder shall immediately cease.

Upon termination, the User's indemnification obligation under Clause 9.3 and intellectual property obligations under Clause 11 shall survive and continue in full force and effect. The User shall have no claim for compensation against AcknX.in or its creators for any termination effected in accordance with this Clause.

18. THIRD-PARTY SERVICES AND LINKS

The AcknX platform at www.AcknX.in may interact with or reference Third-Party Services. The following terms apply:

- AcknX.in may integrate or interact with third-party tools, APIs, or services (including CAPTCHA-solving services) to facilitate the functioning of the AcknX Agent. The use of such services is subject to their respective terms, and AcknX.in is not responsible for the actions, policies, or availability of such third parties.
- Any links or references to third-party websites or resources from www.AcknX.in are provided for informational purposes only and do not constitute endorsement by AcknX.in or its creators.
- AcknX.in and its creators shall not be liable for any loss or damage arising from the User's use of or reliance on Third-Party Services accessed through or in connection with the AcknX platform.
- The CGM Portal (<https://cgmatr.ncode.in>) is a Government-operated third-party platform. AcknX.in's interaction with it is entirely at the User's instruction, and AcknX.in is not responsible for any changes, errors, or policies of the CGM Portal.

19. GRIEVANCE REDRESSAL

AcknX.in and its creators are committed to addressing User grievances in a fair, transparent, and timely manner:

- Users who have complaints, grievances, or disputes arising from the use of the AcknX platform at www.AcknX.in may contact AcknX.in at: legal@acknx.in.
- AcknX.in shall endeavour to acknowledge grievances within seven (7) business days of receipt and to resolve them within

thirty (30) business days, or such extended period as reasonably required depending on the nature of the grievance.

- Grievances relating to data privacy, data breaches, or misuse of Personal Data shall be treated with priority and addressed in compliance with the DPDP Act, 2023 and other applicable Indian data protection law.
- Users who are unsatisfied with AcknX.in's resolution of their data-related grievance may escalate the matter to the Data Protection Board of India, as established under the DPDP Act, 2023.
- For regulatory complaints or matters involving Government proceedings arising from CGM Portal use, the User is independently responsible for approaching the relevant Government authority. AcknX.in is not authorised to represent the User before any Government body.
- The existence of this grievance mechanism shall not be construed as an admission of liability by AcknX.in or its creators in respect of any complaint or dispute.

20. MODIFICATIONS TO TERMS AND CONDITIONS

AcknX.in and its creators reserve the right to amend, update, or revise these Terms and Conditions at any time:

- Revised Terms and Conditions shall be effective from the date of their publication on www.AcknX.in or communication to the User via registered contact details.
- For material changes — particularly those affecting the User's data rights or the scope of the AcknX Agent's functionality — AcknX.in shall endeavour to provide advance notice to active Users, where reasonably practicable.

- Continued use of the AcknX Agent following the publication of revised Terms shall constitute the User's unconditional acceptance of such modifications.
- Users are advised to periodically review these Terms and Conditions at www.AcknX.in to remain informed of any changes.
- AcknX.in and its creators shall not be liable for any claim arising from the User's failure to review updated Terms and Conditions.

21. GOVERNING LAW AND JURISDICTION

This Agreement and all disputes arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Republic of India.

- All disputes, differences, or claims arising out of or in connection with this Agreement – including disputes as to its validity, interpretation, breach, or termination – shall be subject to the exclusive jurisdiction of the competent courts and tribunals located at [Insert Jurisdiction City], India.
- The User expressly waives any right to raise jurisdictional objections to proceedings initiated by AcknX.in or its creators in the designated jurisdiction.
- In the event of any dispute, the parties shall first attempt to resolve the matter amicably through good-faith negotiations. If the dispute remains unresolved within thirty (30) days, either party may initiate legal proceedings before the appropriate court.
- Nothing in this Clause shall prevent AcknX.in from seeking urgent interim relief, including injunctions, from any court of competent jurisdiction anywhere in India.

22. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with applicable law by a court or tribunal of competent jurisdiction, such provision shall be severed from this Agreement. The remaining provisions shall continue in full force and effect. AcknX.in reserves the right to replace any severed provision with a valid provision that most closely reflects the original intent of the severed clause.

23. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between AcknX.in (and its creators) and the User with respect to the subject matter hereof, and supersedes all prior discussions, representations, understandings, and agreements, whether oral or written, relating to the use of the AcknX Agent at www.AcknX.in. No amendment or modification shall be binding unless published on www.AcknX.in in accordance with Clause 20 hereof.

24. WAIVER

No failure or delay by AcknX.in or its creators in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. No single or partial exercise of any right shall preclude any other or further exercise. A waiver shall not be effective unless expressly stated in writing and signed by an authorised representative of AcknX.in.

25. CONTACT INFORMATION

For all legal, data protection, technical, or general queries related to AcknX, please contact the creators of AcknX.in through the details below. AcknX.in is committed to responding within the timeframes prescribed in this Agreement.

- Platform: www.AcknX.in
- Legal, Compliance & Data Protection: legal@acknx.in
- General Support: support@acknx.in
- Developed & Maintained by: The Creators of AcknX (AcknX.in)
- Postal / Registered Address: [Insert Registered Address of AcknX Creators]
- Grievance Officer: [Insert Designated Grievance Officer Name & Contact as required under DPDP Act, 2023]

26. FINAL ACKNOWLEDGEMENT AND CLICK-WRAP ACCEPTANCE

BY CHECKING THE ACCEPTANCE CHECKBOX AND/OR CLICKING "I AGREE" ON www.AcknX.in, THE USER IRREVOCABLY AND UNCONDITIONALLY REPRESENTS, WARRANTS, AND AGREES – IN ACCORDANCE WITH SECTION 10A OF THE INFORMATION TECHNOLOGY ACT, 2000, AND THE INDIAN CONTRACT ACT, 1872 – THAT:

- They have been given a clear, prominent, and accessible opportunity to read the full text of these Terms and Conditions on www.AcknX.in prior to clicking "I Agree", as required for a valid click-wrap agreement under Indian law.
- They have read, fully understood, and voluntarily accepted these Terms and Conditions in their entirety, as published by the

creators of AcknX.in.

- Their consent is free, voluntary, specific, informed, unconditional, and unambiguous, as required under the Indian Contract Act, 1872 and the Digital Personal Data Protection Act, 2023.
- They are above 18 years of age, of sound mind, and legally competent to enter into a binding contract under Section 11 of the Indian Contract Act, 1872.
- They have sought independent legal and professional advice to the extent they deemed necessary before using the AcknX Agent.
- They assume full and sole responsibility for all consequences arising from their use of the AcknX Agent on the CGM Portal, including any Government proceedings, regulatory actions, penalties, or legal liabilities.
- They release, waive, and permanently discharge AcknX.in and its creators from any and all claims, demands, actions, and liabilities arising from such consequences, to the extent permitted by applicable Indian law.
- They acknowledge that AcknX.in and its creators are private parties with no obligation to represent, protect, or advocate on their behalf before any Government authority.
- They understand that this is a click-wrap agreement legally formed at the moment of their affirmative acceptance on www.AcknX.in, and that AcknX.in maintains electronic records of such acceptance that are admissible as evidence under the IT Act, 2000.

AcknX – Automated Royalty & DC Pass Acknowledgement Agent

Platform: www.AcknX.in | Developed & Maintained by the Creators of AcknX (AcknX.in)

Governed under: IT Act 2000 (S.10A) | Indian Contract Act 1872 | DPDP Act 2023

Legal: legal@acknx.in | Support: support@acknx.in | www.AcknX.in

AcknX — Automated Royalty & DC Pass Acknowledgement Agent

Platform: www.AcknX.in | Developed & Maintained by the Creators of AcknX
(AcknX.in)

Click-Wrap Agreement — Version 3.0 | Effective: June 06, 2026

Legal: legal@acknx.in | Support: support@acknx.in | www.AcknX.in