

TERMS OF USE

1 BACKGROUND

The website www.pipaltree.ai ("**Website**") is owned and managed by Pipaltree Digital Solutions Private Limited, a company incorporated under the Companies Act, 2013 having registered office at 9th Floor, G Block, Plot C-59, Platina, Bandra Kurla Complex, Mumbai City, Maharashtra, 400051, India (hereinafter referred to as "**Company**" or "**Pipaltree**" or "**We**" or "**Us**" or "**Our**"). These terms and conditions of use ("**Terms of Use**") are between the Company and the users/browsers/registrants of the Website ("**You**" or "**Your**" or "**Users**").

By using the Website, You are agreeing to comply with and be bound by the Terms of Use. Please review the following Terms of Use carefully. If You do not agree to these terms, You should not use the Website or review information or subscribe to any products/ services/ offerings from this Website.

These Terms of Use constitute a legally binding agreement between Us and You, and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the Website, mobile application, the content, products, or services provided by or through the Website. These Terms of Use may be amended from time to time by Us without specific notice to You. The latest Terms of Use will be posted on the Website, and it is Your responsibility to review these Terms of Use periodically for updates / changes.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Website. This document is an electronic record in terms of the Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

2 USE OF THE SERVICES AND ACCOUNT REGISTRATION.

- 2.1 You may access and use the Services in accordance with these Terms of Use. You will comply with the terms of this Terms of Use and all laws, rules, and regulations applicable to your use of the Services.
- 2.2 Subject to compliance with these Terms of Use, Pipaltree grants You a non-exclusive, limited privilege to use this Website. Pipaltree will make all endeavours to ensure that the availability and use of the Website is available to You without any interruptions at all times. Your access to the Website may be occasionally be suspended or restricted to all repairs, maintenance or introduction of new facilities without any prior notice to You. Pipaltree reserves the right to refuse access to the Website to new Users or terminate access granted to existing Users at any time without according any reasons for doing so.

3 INTELLECTUAL PROPERTY

- 3.1 The content, organization, graphics, design, compilation, magnetic translation, digital conversion, and other matters related to the Website are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use, or publication by the You/User of any such matters or any part of the Website is strictly prohibited. The You/User does not acquire ownership rights to any content, document, or other materials viewed through the Website. The posting of information or materials on the Website does not constitute a waiver of any right to such information and materials.
- 3.2 The You/User may view, copy, print, and use content contained on this Website solely for its own personal use and provided that:
 - i. the content available from this Website is used for informational and non-commercial purposes only.
 - ii. no text, graphics, or other content available from this Website is modified in any way.
 - iii. no graphics available from this Website are used, copied, or distributed separate from accompanying text
 - iv. no content available from this Website may be used for any purpose which is offensive, or which disparages, damages or otherwise negatively reflects upon Pipaltree, its employees, or its management.

- 3.3 Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or other grant of right to use any patent, copyright, trademark, or other intellectual property of Pipaltree or any third party, except as expressly provided herein.
- 3.4 Pipaltree reserves the right in its sole discretion to edit or delete any documents, information, or other content appearing on the Website. Trademarks mentioned on the Website are either trademarks or registered trademarks of Pipaltree.

4 SHARING YOUR INFORMATION

- 4.1 It is specifically clarified to the User that Pipaltree shall be sharing certain non-confidential information received from the User with Pipaltree employees and consultants and the User hereby grants its explicit consent for the same. Also, the information received from the User may be stored by Pipaltree (either directly or indirectly using its technology partners) even after the expiry of the Terms of Use with the User, and the User hereby explicitly consents to the same. Please refer to the Privacy Policy for more information on this.

5 USE OF WEBSITE

- 5.1 You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.
- 5.2 You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website.
- 5.3 You may not reverse look-up, trace, or seek to trace any information on any other You/User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
- 5.4 You shall not make any negative, denigrating, or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the term Pipaltree or otherwise engage in any conduct or action that might tarnish the image or reputation, of Pipaltree or otherwise tarnish or dilute any Pipaltree's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us.
- 5.5 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
- 5.6 You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Pipaltree.

6 INDEMNITY

- 6.1 The User shall indemnify, defend and hold Pipaltree, its affiliates, holding companies, group companies, subsidiary companies, officers, directors, employees, consultants, licensors, agents, and representatives harmless from and against any claim, demand, cause of action or loss, or liability (including, but not limited to, attorneys' fees and costs) arising from the Your access to or use of the Website or the Services, violation of these Terms of Use, or infringement of any intellectual property or other rights of Pipaltree or any third-party or breach of applicable laws or for any Product damage or personal injury arising from the User's use of the Product by any cause, except to the extent such is caused by Pipaltree's negligence or willful misconduct.

- 6.2 The provisions of this clause shall survive the termination of the Terms of Use with respect to any claim or liability accruing before such termination. In no event shall Pipaltree be liable for any direct, indirect, special, or consequential loss or damage arising out of You/User's use of the Products.

7 LIMITATIONS OF LIABILITY.

- 7.1 We and our affiliates and licensors will not be liable to you for any indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, revenues, customers, opportunities, goodwill, use, or data), even if a party has been advised of the possibility of such damages. Further, neither We nor any of Our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) Your inability to use the Services, including as a result of any (i) termination or suspension of this Agreement or Your use of or access to the Services, (ii) Our discontinuation of any or all of the Services, or, (iii) any unanticipated or unscheduled downtime of all or a portion of the Services for any reason; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this Terms of Use or your use of or access to the Services; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. In any case, except for payment obligations under Clause 5 (*Fees and Payment*) We and our affiliates and licensors' shall not have any direct or indirect liability of any nature whatsoever under this Terms of Use.

8 THIRD PARTY CONTENT AND LINKS TO OTHER WEBSITES

- 8.1 In using the Services, you may view content or services provided by third parties, including links to web pages and services of such parties ("**Third Party Content**"). We do not control, endorse, or adopt any Third-Party Content and have no responsibility for Third Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third party. You are advised to read the applicable terms of use and privacy policy of such third parties before using their services.
- 8.2 This Website may contain links to other websites. These links are meant for your convenience only. Links to third-party websites do not constitute sponsorship or endorsement or approval of these websites. Kindly note that Pipaltree shall not be responsible for the privacy practices of such other websites.
- 8.3 Pipaltree requests you read the privacy statements or policies of each and every website that collects personally identifiable information that You/User visit.
- 8.4 The Website may be accessed by users internationally and may contain references or cross references to Pipaltree products, programs, and services that are not available or are prohibited in Your country. Such references do not imply that Pipaltree intends to make available in Your country such products, programs, or services or that such products may lawfully be used in Your country.

9 MISCELLANEOUS.

- 9.1 Assignment. You will not assign or otherwise transfer this Terms of Use or any of your rights and obligations under this Terms of Use, without our prior written consent. Any assignment or transfer in violation of this Clause will be void. We may assign this Agreement without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Pipaltree to this Agreement and Pipaltree is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.
- 9.2 Entire Agreement. This Terms of Use incorporates the policies and invoices issued pursuant to this Agreement by reference and is the entire agreement between you and us regarding the subject matter of this Terms of Use. This Terms of Use supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. If the terms of this Agreement are inconsistent with the terms contained in any policy, the terms contained in this Terms of Use will prevail.

- 9.3 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes, or other industrial disturbances, pandemics, epidemics, the government imposed lockdowns, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 9.4 Governing Law. The laws of India, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us.
- 9.5 Disputes. Any dispute or claim relating in any way to your use of the Services, or to any products or services sold or distributed by Pipaltree or our affiliates will be resolved by binding arbitration by a sole arbitrator appointed by the parties, rather than in court. The decision and award determined by such arbitration will be final and binding upon the parties. Court review of an arbitration award is limited. The arbitration will be conducted in accordance with the provisions of the fast-track provisions of the (Indian) Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English, and the seat of the arbitration will be Mumbai. We and you agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
- 9.6 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party nor any of their respective affiliates is an agent of the other for any purpose or has the authority to bind the other.
- 9.7 Language. All communications and notices made or given pursuant to this Agreement must be in the English language.
- 9.8 Confidentiality and Publicity. You may use Pipaltree Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose Pipaltree Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Pipaltree Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Services.
- 9.9 Notice.
To You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually received the email.
To Us. To give us notice under this Agreement, you must contact Pipaltree as follows: (i) by facsimile transmission to support@Pipaltree.ai. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective 3 business days after they are sent.
- 9.10 No Third-Party Beneficiaries; Affiliates. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement. You acknowledge and agree that our rights and obligations under this Agreement may be exercised or performed by one or more of our affiliates.
- 9.11 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
- 9.12 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

- 10.1 In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:
Name: Prashanth K
Email: legal@Pipaltree.ai