

ARTHAMAY TECHNOLOGIES PRIVATE LIMITED TERMS OF USE

Effective as of February 11, 2025

Welcome to Arthamay Technologies Private Limited's Terms of Use agreement. For purposes of this agreement, "**Site**" refers to the Company's website and mobile applications, which can be accessed at <https://arthamay.com> or through our mobile application (iCoFound) available on the Apple App Store and Google Play Store, as well as any other associated mobile or device-based application.

The Site is provided by Arthamay Technologies Private Limited, the contact email of which is admin@arthamay.com (hereinafter referred to as the "**Company**", "**we**", "**us**" and/or "**our**").

"**Service**" refers to the Company's services accessed via the Site, in which users can register and connect with other users.

The following Terms of Use (the "**Terms**") apply when you (hereinafter referred to as the "**user(s)**" or "**you**") view or use the Service via our website located at <https://arthamay.com> or by accessing the Service by clicking on the application (the "**App**") on your mobile device, or access the Site, Service and App (which may be collectively referred to as the "**Site**" or "**Website**") via any other means.

Please review the following Terms carefully. By accessing or using the Service and Site, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service, App, or Site.**

1. PRIVACY POLICY

The Company respects the privacy of its Service users. Please refer to the Company's Privacy Policy (found here: <https://arthamay.com/privacy-policy/>), which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to the Privacy Policy as well as these Terms of Use. As mandated under the DPDP Act, 2023, the Company ensures that your personal data is processed lawfully, fairly, and in a transparent manner. By accessing or using the Service, you provide your express consent for the collection, use, storage, and processing of your personal data in compliance with applicable Indian laws. For detailed information about our practices, please refer to our Privacy Policy.

2. ABOUT THE SERVICE

The Service allows you to connect with other users on our system to build a professional network. To that end, the Service provides users with features and functionalities which enable you to communicate with other independent users of the Site, and make connections for business or social purposes. You may also be permitted to post public content, messages, images, and videos, and any such use of the Service or posting of such content or communication with other users will be strictly subject to these Terms.

3. REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE

You need to be at least eighteen (18) years old to register for and use the Service. If you are a user who signs up for the Service, you will create a personalized account that includes a unique username and a password to access the Service and to receive messages from the Company or other users. You agree to notify us immediately of any unauthorized use of your password and/or

account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password, and/or account.

You agree not to misuse the App, the Site, or engage in activities that are prohibited under Indian laws. This includes, but is not limited to, publishing or sharing content that infringes upon intellectual property rights protected under the Copyright Act, 1957, Trademarks Act, 1999, or other applicable intellectual property laws; using the App or the Site for activities that are defamatory, obscene, threatening, or otherwise contrary to public order, morality, or decency as outlined under the Indian Penal Code, 1860 (now replaced by the Bharatiya Nyaya Sanhita, 2023); and violating the provisions of the Information Technology Act, 2000, DPDP Act, 2023, or any other applicable legislation or regulations in force in India. Users are strictly prohibited from engaging in actions that promote hate speech, incite violence, or are against the sovereignty and integrity of India. Non-compliance with these rules may result in the suspension or termination of your account and may also attract legal consequences under Indian law.

4. USE RESTRICTIONS

Your permission to use the Site is conditioned upon the below use, posting, and conduct restrictions, and you agree that you will not, under any circumstances:

- 4.1. access the Service for any reason other than your personal, non-commercial, or permitted commercial use solely as permitted by the normal functionality of the Service;
- 4.2. collect or harvest any personal data of any user of the Site or the Service use the Site or the Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;
- 4.3. distribute any part or parts of the Site or the Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices but retain the right to revoke this permission at any time on a general or specific basis);
- 4.4. use the Service for any unlawful purpose or for the promotion of illegal activities;
- 4.5. attempt to harass, abuse, or harm another person or group;
- 4.6. use another user's account without permission;
- 4.7. intentionally allow another user to access your account;
- 4.8. provide false or inaccurate information when registering an account;
- 4.9. interfere or attempt to interfere with the proper functioning of the Service;
- 4.10. make any automated use of the Site, the Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- 4.11. bypass any robot exclusion headers or other measures we take to restrict access to the Service, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;

- 4.12. circumvent, disable, or otherwise interfere with any security-related features of the Service or features that prevent or restrict the use or copying of content, or enforce limitations on the use of the Service or the content accessible via the Service; or
- 4.13. publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

5. POSTING AND CONDUCT RESTRICTIONS

When you create your own personalized account, you may be able to provide "Non-Personal Data," "Personal Data," post, and images (collectively "**User Content**") to the Service. You are solely responsible for the User Content that you post, upload, link to, or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Company, however, reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms. By transmitting and submitting any User Content while using the Service, you agree as follows:

- 5.1. You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- 5.2. You will not post information that is malicious, libelous, false or inaccurate;
- 5.3. You will not post any information that is abusive, threatening, obscene, defamatory, pornographic (i.e. adult content), libelous, or racially, sexually, religiously, or otherwise objectionable and offensive (i.e. any discriminatory User Content, hate speech, or User Content which contains any or promotes any cyberbullying);
- 5.4. You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Service as set forth more fully under the "**License Grant**" and "**Intellectual Property**" provisions below: When you upload or post User Content to the Site or the Service, you grant to the Site a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service; and you grant to each user of the Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Service. Furthermore, you grant the Company the right to use, reproduce, distribute, prepare derivative works of, display, and perform such Content to the extent permitted by the Service and under these Terms of Use, for the sole purpose of maintaining the Site and displaying your User Content on the Site;
- 5.5. You will not submit content that is copyrighted or subject to third-party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the Company of such rights or have the appropriate permission from their rightful owner to specifically submit such content;
- 5.6. You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or

all of your submissions, and terminate your account with or without prior notice, and without any liability on our part of any kind, including for loss of data or lost profits; and

- 5.7. You understand and agree that any liability, loss, or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content. If we incur any loss, liability, costs, or expenses (“**expenses**”) of any kind related to your User Content, you agree to defend, indemnify, and hold us harmless on demand for any such expenses.

The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology we employ, may monitor and/or record your interactions with the Service or with other Users and remove any User Content that does not comply with our Terms.

6. CONSENT REQUIREMENTS

- 6.1. **Express and Informed Consent:** By accessing the Site or using the Service, you provide your express and informed consent for the processing of your personal data, including but not limited to its collection, storage, use, sharing, and transfer, as outlined in our Privacy Policy. This consent is obtained in compliance with the Digital Personal Data Protection (DPDP) Act, 2023, ensuring transparency and clarity regarding how your personal data will be processed.
- 6.2. **Right to Withdraw Consent:** You retain the right to withdraw your consent at any time by contacting us at admin@arthamay.com. Upon withdrawal of consent, we will cease processing your personal data, except as required to comply with legal obligations or for purposes permitted by applicable laws. Please note that withdrawing consent may limit your ability to access certain features or functionalities of the Service.
- 6.3. **Record of Consent:** The Company maintains a record of all consents provided by users, including the purpose, date, and scope of consent, to ensure accountability and compliance with applicable laws.
- 6.4. **Implications of Withholding or Withdrawing Consent:** If you choose not to provide consent or withdraw your consent, the Company may not be able to provide certain services or features of the Site. In such cases, the Company will inform you of the consequences of withholding or withdrawing consent at the time of the request.
- 6.5. **Grievance Mechanism for Consent-Related Issues:** If you believe that your consent rights under the DPDP Act, 2023, have been violated, you may file a grievance with our Grievance Redressal Officer at admin@arthamay.com. The Company is committed to resolving all such grievances in accordance with the timelines and procedures prescribed by law.

7. DATA PROTECTION AND SECURE DATA HANDLING

- 7.1. **Commitment to Data Security:** The Company is committed to safeguarding the personal data of its users and implements appropriate technical and organizational measures to prevent unauthorized access, disclosure, alteration, or destruction of such data. These measures include, but are not limited to, secure data storage, access control mechanisms,

and regular monitoring of our systems to ensure data integrity and security.

- 7.2. **Compliance with the DPDP Act, 2023:** In adherence to the DPDP Act, 2023, the Company conducts periodic audits of its data processing activities to ensure compliance with applicable legal and regulatory standards. We utilize robust encryption protocols and advanced security technologies to protect sensitive personal data during storage and transmission. These practices are regularly updated to address evolving security threats.
- 7.3. **Data Retention and Disposal:** Personal data is retained only for as long as necessary to fulfill the purposes outlined in our Privacy Policy or to comply with applicable legal and regulatory requirements. Once the data is no longer required for these purposes, it will be securely deleted, erased, or anonymized in a manner that prevents its reconstruction or misuse.
- 7.4. **Breach Notification:** In the event of a personal data breach that is likely to result in significant harm to users, the Company will notify the relevant authorities, such as the Data Protection Board of India, and affected individuals without undue delay, as required under the DPDP Act, 2023. Such notifications will include details of the breach, potential consequences, and measures taken to mitigate risks.
- 7.5. **User Responsibilities:** Users are advised to maintain the confidentiality of their account credentials and to notify the Company immediately of any unauthorized access or suspected data breaches involving their accounts. While the Company employs robust measures to protect data, users must take reasonable precautions to safeguard their Personal Data.
- 7.6. **Training and Awareness:** The Company ensures that its employees and contractors are trained in data protection best practices and comply with internal policies designed to protect personal data. Access to Personal Data is restricted to authorized personnel who require it to perform their duties.

8. LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Service, we may provide links to third-party websites, applications, or materials ("**Third-Party Sites**" or "**Third-Party Content**") for your convenience. Please note that these Third-Party Sites are not under our control, and the Company does not monitor, endorse, or guarantee the accuracy, reliability, or security of any content, products, services, or privacy practices associated with them.

While accessing Third-Party Sites or Content, users are advised to carefully review the applicable terms of use, privacy policies, and data handling practices of such sites, as the Company is not responsible for any actions, omissions, or breaches arising from their use. Any data you choose to share with Third-Party Sites is at your sole discretion and risk. The Company shall not be liable for any unauthorized access, misuse, or loss of data shared with such Third-Party Sites, nor for any damages arising from interactions with them.

In compliance with the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023, we encourage users to exercise caution while sharing personal data on external platforms. Links provided on our Service do not imply endorsement or partnership with the linked Third-Party Sites, nor do they imply any guarantee of their security or compliance with Indian laws.

Once you leave our Site and access Third-Party Sites, our Terms and policies, including these Terms of Use and Privacy Policy, no longer apply. You are solely responsible for understanding and agreeing to the applicable legal and operational terms of the Third-Party Sites you interact with. Any disputes or issues arising from the use of such Third-Party Sites shall be resolved as per the terms of those sites, and the Company shall bear no responsibility or liability in such matters.

By accessing and using Third-Party Sites, you agree to do so in compliance with all applicable Indian laws and regulations, including the Information Technology Act, 2000, DPDP Act, 2023, and other relevant rules in force.

9. COPYRIGHT COMPLAINTS

We respect the intellectual property rights of others and require all users of the Service to do the same. Users are prohibited from posting, sharing, or transmitting any content that infringes upon the copyrights or intellectual property rights of others under applicable Indian laws, including the Copyright Act, 1957. The Company has implemented measures to address allegations of copyright infringement and may terminate the accounts of users who are found to repeatedly infringe upon the intellectual property rights of others.

If you believe that any content available on the Service infringes upon your copyright, you may submit a written notification to us at admin@arthamay.com, containing the following information:

- The date of the notification and your physical or electronic signature, or that of a person authorized to act on behalf of the copyright owner.
- A detailed description of the copyrighted work that you claim has been infringed. If multiple copyrighted works are affected, you may provide a representative list of such works.
- A description of the allegedly infringing material, including its location on the Service, sufficient to enable us to identify and locate the material.
- Your contact information, including your full name, address, telephone number, and email address.
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A declaration that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Upon receiving a valid copyright infringement notification, the Company will promptly investigate the matter and may remove or disable access to the allegedly infringing material.

If you believe that material you have posted was removed in error, or that you have the necessary authorization to use the material, you may submit a counter-notification to us at admin@arthamay.com, which must include the following information:

- Your physical or electronic signature.
- A description of the material that was removed and its location before removal.
- A statement that you have a good faith belief that the material was removed as a result of mistake or misidentification.
- Your full name, address, telephone number, and email address, along with a statement that you consent to the jurisdiction of the competent courts in New Delhi, India, and agree to accept service of process from the party who filed the original copyright complaint.

If a valid counter-notice is received, we may forward it to the party that filed the original complaint, informing them that the disputed content may be reinstated. Unless the copyright owner files legal action against the user within fourteen (14) business days of receiving the counter-notice, we may, at our discretion, reinstate the removed content on the Service.

The Company reserves the right to suspend or terminate the accounts of users who are found to engage in repeated copyright infringement or who violate the intellectual property rights of others. All disputes related to copyright complaints will be handled in accordance with the Copyright Act, 1957, and the laws of India, and any unresolved disputes shall be subject to the exclusive jurisdiction of the courts in New Delhi, India.

10. LICENSE GRANT

By posting any User Content via the Service, you expressly grant, and represent and warrant that you have the legal right to grant, to the Company a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, and worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and create derivative works of such User Content. This license extends to your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed. This license is granted solely for the purposes of operating, promoting, and improving the Service, including making the User Content available on the Site and enabling the Site and Service to be generally available to the public. The use of your User Content will remain in compliance with applicable Indian laws, including but not limited to the Copyright Act, 1957, and other intellectual property laws in force. You also acknowledge and agree that, to the extent permitted under applicable law, the Company is not liable for any misuse or unauthorized use of your User Content by third parties.

11. INTELLECTUAL PROPERTY

All information and content displayed on the Site and Service is the sole property of the Company or its licensors, except to the extent of any ownership rights held by the User in the User Content. This includes, but is not limited to, all ideas, information, designs, images, titles, articles, content, patentable materials, trade names, copyrightable materials, trade secrets, trademarks, service marks, business ideas, software, source code, and any other information, content, or material contained on the Site (collectively referred to as “**intellectual property**”), as well as any derivative works of such intellectual property. Such intellectual property is protected under the Copyright Act, 1957, Patents Act, 1970, Trade Marks Act, 1999, Designs Act, 2000, and other applicable Indian laws.

Users are prohibited from reusing, duplicating, copying, licensing, reselling, reverse-engineering, modifying, or distributing any intellectual property, content, or derivative works without the express prior written consent of the Company. All intellectual property and derivative works are exclusively owned by the Company, and all rights to such intellectual property are reserved by the Company. Users may only use such content for purposes expressly permitted by the Company under these Terms or as explicitly authorized in writing.

Any act or omission in violation of this clause, including but not limited to the unauthorized commercial resale, duplication, or reverse engineering of any content, intellectual property, service, or physical goods accessed through the Site or Service, shall render the User fully liable to the Company. This liability includes damages, lost profits, legal costs, and expenses incurred by the Company to prevent or remedy such violations. By accessing the Site or Service, you agree to comply with this clause and acknowledge that any failure to do so may result in civil or criminal proceedings under applicable Indian laws.

Without prejudice to any more specific provisions of these Terms, all intellectual property rights related to this Site or Service — such as copyrights, trademarks, patents, and design rights — are the exclusive property of the Company or its licensors. These rights are protected under Indian laws and relevant international treaties. All trademarks, whether nominal or figurative, trade names, service marks, word marks, illustrations, images, or logos displayed in connection with this Site or Service remain the exclusive property of the Company or its licensors.

Subject to the User's compliance with these Terms, the Company grants the User a revocable, non-exclusive, non-sublicensable, and non-transferable license to use the content, software, or any other technical means embedded in the Service solely within the scope and purposes of the Site and Service as offered. This license is strictly limited to the use permitted under these Terms and does not grant the User any ownership or proprietary rights over the content or intellectual property. Any unauthorized use of the content or intellectual property may lead to suspension or termination of access to the Service and may result in legal action under applicable Indian laws.

12. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (i) consent to receive communications from us in an electronic form via the email address you have submitted; and (ii) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you notifications about updates, terms, or promotional materials. You may withdraw consent to receive such communications at any time by contacting us at admin@arthamay.com. Under Indian law, you are entitled to opt-out of marketing communications. However, opting out may prevent you from receiving important updates, terms, and promotional materials related to the Service.

13. WARRANTY AND DISCLAIMERS

Opinions, advice, statements, offers, or other information or content made available through the Service but not directly by the Site are those of their respective authors and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service, nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third-party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from any person's reliance on information or other content posted on the Service, or transmitted to users. Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service.

We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Messages sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Company shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights,

harm, or threaten the safety of users, the Company or its officers/employees/directors, or others. Unauthorized use of the Service may result in civil and/or criminal liability under applicable Indian laws, including but not limited to the Information Technology Act, 2000, the Indian Penal Code, 1860 (now replaced by the Bharatiya Nyaya Sanhita, 2023), DPDP Act, 2023, and other relevant statutes. If you become aware of any misuse of our Service or a violation of these Terms of Use, you are encouraged to promptly report it to us at admin@arthamay.com. The Company reserves the right to take appropriate legal action to address such violations, including initiating proceedings before competent authorities or courts in India.

Specifically, the Company makes no representation or warranty that the use of the content, products, or services made available via the Service or Site will cause the User to gain anything of a material or monetary value, secure a job for the User, lead to the acquisition of funding, or lead to any tangible economic advantage or gain for a User, and the Company is not responsible in any circumstances for the conduct, communications, adequacy, representations or sufficiency of any other Users who communicate or engage with a User via the Site. The Company bears no liability for any costs, injuries to person or property, or damages of any kind, arising from the use or misuse of the Site and Service. Any transactions or communications the User engages in with other users are undertaken at the sole risk and discretion of the User, while waiving all claims against the Company for any damages arising out of such transactions or communications. If applicable, once the Company's own products or content are purchased or accessed from the Site, there are no refunds permitted, unless the Company, in their sole and absolute discretion, deems that a refund is warranted to the User.

The Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service and Site, or any hyperlinked website or service, and the Company shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The content of the Site may become inaccessible, or it may not function properly with Users' web browser, mobile device, and/or operating system. The Company cannot be held liable for any perceived or actual damages arising from content, operation, or use of this content.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE INDIAN LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT. THE COMPANY DOES NOT GUARANTEE THAT ACCESS TO OR THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR HARM RESULTING FROM DOWNLOADING, ACCESSING, OR USING ANY FILES, INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH THE SERVICE. THIS DISCLAIMER APPLIES TO THE FULLEST EXTENT PERMISSIBLE UNDER INDIAN LAW, INCLUDING, BUT NOT LIMITED TO, THE INDIAN CONTRACT ACT, 1872, DPDP ACT, 2023, AND THE INFORMATION TECHNOLOGY ACT, 2000. HOWEVER, THIS PROVISION DOES NOT LIMIT OR EXCLUDE ANY WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE INDIAN LAWS, INCLUDING THOSE IMPLIED UNDER THE CONSUMER PROTECTION ACT, 2019, IN SPECIFIC

CIRCUMSTANCES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AND THEREFORE, THIS DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE INDIAN LAW.

14. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE INDIAN LAW, IN NO EVENT SHALL THE COMPANY, ITS SITE, SERVICE, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, OR PARTNERS BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (I) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (II) YOUR USE OR INABILITY TO USE THE SERVICE; (III) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (IV) ANY OTHER INTERACTIONS WITH THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

If you have a dispute with one or more users, a merchant of a product or service that you review using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

To the maximum extent permitted by applicable law, in no event shall the Company and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees be liable for:

- any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or relating to the use of, or inability to use, the Service or Site;
- any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Service or Site, or User accounts or the information contained therein;
- any errors, mistakes, or inaccuracies of the Service, its content, or the Site;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Site or its content;
- any unauthorized access to or use of the Company's secure servers and/or any and all personal data stored therein;
- any interruption or cessation of transmission to or from the Site or Service or their content;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Site, Service, or content;
- any errors or omissions in any content of the Site or Service or for any loss or damage incurred as a result of the use of any User Content or other content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Company, its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, or employees be liable for any claims, proceedings, liabilities, obligations, damages, losses, or costs exceeding the amount paid by you to the Company in the preceding twelve (12) months for any paid products or services. If you have not made any purchases, the Company's liability is limited to Rs. 10,000 (*Indian Rupees Ten Thousand only*) per claim, to the

extent permissible under Indian law.

This limitation of liability applies to the fullest extent permitted under the laws of India, including but not limited to the Indian Contract Act, 1872, the Information Technology Act, 2000, DPDP Act, 2023, and any applicable consumer protection laws. However, this provision shall not exclude or limit liability for personal injury, death, or damage caused by gross negligence, willful misconduct, or fraud.

Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, and therefore, the above limitations or exclusions may not apply to you. The disclaimers, exclusions, and limitations of liability under these Terms shall not apply to the extent prohibited by applicable Indian law. If you are a resident of India, you expressly waive any legal provisions or rights inconsistent with the limitations of liability described herein to the extent permitted by Indian law.

15. INDEMNIFICATION

The User agrees to defend, indemnify, and hold the Company and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from:

- User's use of and access to the Site/Service, including any data or information transmitted or received by User;
- User's violation of these Terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these Terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any User Content or other Content that is submitted from User's account, including third-party access with User's unique username, password, or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willful misconduct or negligence; or
- a violation of a statutory provision or applicable law by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers, and employees to the extent allowed by applicable law.

16. MODIFICATION OF TERMS OF USE

The Company reserves the right to amend these Terms of Use at any time, with or without prior notice. It is your sole responsibility to check the Site periodically for any updates or changes to these Terms. While we may notify you of significant amendments via email or through a notice posted on the Site, such notification is not mandatory. Your continued use of the Site or Service after any changes to these Terms signifies your agreement to the revised Terms of Use. To ensure effective communication, you are responsible for keeping your contact and profile information accurate and up to date. Any changes to these Terms (other than as specified above) or any waiver of the Company's rights under these Terms shall only be valid if documented in a written agreement bearing the physical signature of an authorized officer of the Company. No purported waiver, amendment, or modification of these Terms via telephonic or informal email communications shall be considered valid or enforceable.

17. TERMS OF PRODUCT PURCHASE AND SALE

17.1. Paid Products: Some of the content provided on the Site may be provided on the basis of

payment (hereinafter “**Product(s)**”). The fees, duration, and conditions applicable to the purchase of such Products will be in the dedicated sections of the Site.

- 17.2. **Product Description:** Prices, descriptions, or availability of Products are outlined in the respective sections of the Site and are subject to change without notice. While Products on the Site are presented with the greatest accuracy technically possible, representation on the Site through any means (including, as the case may be, graphic material, images, colors, and sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product. The characteristics of the chosen Product will be outlined during the purchasing process.
- 17.3. **Purchasing Process:** Any steps taken from choosing a Product to order submission form part of the purchasing process. The purchasing process includes the following steps: (i) Users must choose the desired Product and verify their purchase selection; and (ii) after having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.
- 17.4. **Order Submission:** When the User submits an order, the following applies:
- 17.4.1. The submission of an order determines the contract conclusion and therefore creates for the User the obligation to pay the price, taxes, and possible further fees and expenses, as specified on the order page;
 - 17.4.2. In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications, or special wishes, the order submission creates an obligation for the User to cooperate accordingly;
 - 17.4.3. Upon submission of the order, Users will receive a receipt confirming that the order has been received; and
 - 17.4.4. All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.
- 17.5. **Prices:** Users are informed during the purchasing process and before order submission about any fees, taxes, and costs (including, if any, delivery costs) that they will be charged. Prices on this Website are displayed either exclusive or inclusive of any applicable fees, taxes, and costs, depending on the section the User is browsing.
- 17.6. **Methods of Payment:** Information related to accepted payment methods is made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases, related information can be found in the dedicated section of this Website. All payments are independently processed through third-party services. Therefore, this Website does not collect any payment information — such as credit card details — but only receives a notification once the payment has been successfully completed. If payment through the available methods fails or is refused by the payment service provider, the Company shall be under no obligation to fulfill the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.
- 17.7. **Usage Rights:** Until payment of the total purchase price is received by the Company, the User will not receive a right of use or ownership, if applicable, related to any Products.

- 17.8. **Delivery of Digital Content:** Unless otherwise stated, digital content purchased on this Website is delivered via download or via the browser on the device(s) chosen by Users. Users acknowledge and accept that in order to download and/or use the Products, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market standards. Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.
- 17.9. **Performance of Services:** The purchased Products shall be performed or made available within the timeframe specified on this Website or as communicated before the order submission.
- 17.10. **Refunds, Cancellations, or Disputes:** Refunds, cancellations, or disputes related to paid products shall be governed by the Consumer Protection Act, 2019. Users may contact our support team at admin@arthamay.com for assistance. In the event of unresolved disputes, users may approach the Consumer Disputes Redressal Commission as per applicable laws.

18. MISCELLANEOUS

- 18.1. **Severability:** If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force, and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.
- 18.2. **Limitation:** You agree that, to the extent permitted under applicable Indian law, any cause of action arising out of or related to your relationship with the Company must commence within three (3) years from the date the cause of action accrues, in accordance with the provisions of the Limitation Act, 1963. Failure to initiate such action within this period will result in the claim being permanently barred.
- 18.3. **Governing Law and Jurisdiction:** These Terms of Use and your use of the Site are governed by the laws of the Republic of India, without regard to conflict of law principles. All disputes arising out of or in connection with these Terms shall be governed by and construed in accordance with Indian law. The courts located in New Delhi, India, shall have exclusive jurisdiction over all such disputes. By accessing the Site and Service, you agree to submit yourself to the jurisdiction of the competent courts described herein.
- 18.4. **Dispute Resolution:** Users may bring any disputes or concerns to the Company, which will make reasonable efforts to resolve them amicably. The User retains the right to take legal action, as permitted under Indian laws, if disputes cannot be resolved amicably. In the event of any controversy or grievance regarding the use of the Site, its content, products, or accounts, Users are encouraged to first contact the Company at the contact details provided in these Terms. The User may submit a complaint in writing, including a brief description of the issue, to the Company's designated email address provided in this document, within thirty (30) days of the basis for the complaint arising. Failure to do so may limit the User's ability to bring legal claims, to the extent permitted under applicable laws. The Company will acknowledge receipt of the complaint and attempt to investigate and resolve it within thirty (30) days. If required, the Company may extend the investigation period by additional days as required upon providing written notice to the

User. The User agrees not to file any legal complaint or initiate arbitration proceedings until the expiration of the investigation period as specified herein. If, after the conclusion of this investigation period, the Company and the User are unable to resolve the dispute amicably, either party may initiate legal proceedings in accordance with the laws of India. If such resolution is not achieved, disputes may be referred to arbitration under the Arbitration and Conciliation Act, 1996, with the seat of arbitration being in New Delhi, India. The arbitration shall be conducted in English language. To the extent permitted under Indian law, the User unequivocally waives all rights to participate in, initiate, or be a party to any class action lawsuit against the Company. The User further agrees that any legal remedies sought shall be pursued on an individual basis only, and not as part of a collective or representative action.

- 18.5. **Compliance with Indian Laws:** You agree to use the Site and Service in compliance with all applicable Indian laws, including, but not limited to, the Information Technology Act, 2000, and the DPDP Act, 2023.
- 18.6. **Assignment:** We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time, with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.
- 18.7. **No Waiver:** The Company's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.
- 18.8. **ENTIRE AGREEMENT:** YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE, TOGETHER WITH THE PRIVACY POLICY AVAILABLE AT [HTTPS://ARTHAMAY.COM/PRIVACY-POLICY/](https://arthamay.com/privacy-policy/), CONSTITUTE THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN YOU AND THE COMPANY. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, AGREEMENTS (ORAL OR WRITTEN), AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATED TO THE SUBJECT MATTER OF THESE TERMS, IN COMPLIANCE WITH APPLICABLE INDIAN LAWS, INCLUDING THE INDIAN CONTRACT ACT, 1872.

Last Updated: This Terms of Use agreement was last updated on February 11, 2025.