



## TERMS OF USE

These terms and conditions ("Terms of Use") govern your access and use of the Platform (*defined hereinafter*) and the Services (*defined hereinafter*).

Your access to the Platform and the provision of the Service is subject to Your acceptance of these Terms of Use on a continuing basis. These Terms of Use apply to all Visitors, Users and others who access the Platform or use the Service.

By accessing the Platform or using the Service you agree to be bound by these Terms of Use, the content of which constitute binding legal obligations towards the Platform. These Terms of Use become effective for You on the date when you first access the Platform.

### Definitions

Capitalised terms used in this Terms of Use have the following definitions:

- **"Account"** means a unique account created for You to access the Platform, avail the Service or any part of the Service;
- **"AI Accountant"** means and includes the Company's proprietary software, tradename, Service and the Platform.
- **"Confidential Information"** means (i) any information or material proprietary to the Company, including information relating to the business affairs of the Company, records, data and other information of the Company, and/or any information pertaining to its customers, clients, channel partners, vendors, suppliers, agents, consultants and/or service providers, including their identity and personal information; (ii) information pertaining to: (a) the identity of clients/customers of the Company, including their personal information and their transactions with the Company; (b) the identity of consultants, developers and other asset sellers and the nature of their transactions with the Company; (c) the business model/structure of the Company, including any escrow structure, payment structure and deal structure formulated by the Company; and (d) the software programs, codes, technology and other solutions used by the Company to manage its products and business; (iii) information designated as confidential by the Company or which a person should reasonably know is confidential; (iv) information acquired by You that pertain to the Company and/or its businesses; (v) information created, discovered, developed or made known to the Company by You arising out of the Services; (vi) Platform Intellectual Property Rights, Third-Party Outputs (*defined hereinafter*) and trade secrets of the Company; (vii) any other information, whether disclosed expressly or otherwise, that comes into your possession, whether by virtue of trust reposed in you by the Company and/or by any of its employees / consultants or otherwise, whether gained in the normal course of your interactions or otherwise, which if disclosed may be presumed to have been disclosed with an intention to cause harm to the business interests of the Company; and (viii) any or all of the above, whether expressed visually, orally or in writing. Confidential Information excludes information that is publicly available.
- **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this document) refers to Korefi Business Solutions Private Limited.
- **"Platform"** includes the Website, AI Accountant, Virtual Accountant, any associated application, replacement, and the Services provided by the platform, the Company, its group companies, affiliates, business partners, employees, consultants, or any person associated with the platform;
- **"Platform Data"** refers to any information, files, reports, analytics, graphs, charts, presentations or any other data which is not User Data.
- **"Platform Fee"** means the fee charged by the Company and payable by the User for access to and use of the Platform, including any Services, associated features, tools, support services, hosting, maintenance, and system updates, and does not include the Subscription Fee.



- **“Platform Intellectual Property Rights”** means all intellectual property rights owned by or licensed to the Company in relation to the Platform, including but not limited to all software, code, algorithms, interfaces, architecture, designs, databases, data structures, workflows, features, functionalities, trademarks, logos, service marks, business names, domain names, copyrights, content, documentation, templates, reports, analytics, dashboards, charts, graphs, presentations, and all enhancements, updates, derivatives, modifications, improvements, compilations or works created, generated or provided by the Company or its service providers in connection with the Platform or the Services. Platform Intellectual Property Rights expressly exclude any User Data or User Information uploaded or provided by the User.
- **“Service”** refers to the activities to be undertaken by the Platform for the User.
- **“Subscription Fees”** shall mean fees, charges, and amounts payable by the User for the Subscription Plan, including any revisions, updates, or modifications made to such fees from time to time.
- **“Subscription Plan”** refers to the category of services subscribed to by the User, as described by the Company, and as may be revised, modified, or updated periodically. The User acknowledges and agrees that Subscription Plans are subject to change and that it shall be the User’s responsibility to review and remain informed of the most current Subscription Plan details.
- **“Trial Period”** shall mean the initial period, if any, made available by the Platform to a User, prior to the commencement of the Subscription Plan, during which the User may access limited or restricted features of the Platform for evaluation purposes only.
- **“User”** refers to any individual or entity that accesses, registers on, or uses the Platform or any of its Services, whether as a primary account holder, authorized representative, employee, agent, or end-user acting on behalf of an organization.
- **“User Data”** refers to all financial records, bank statements, credit card statements, accounting information, bills, invoices, transaction details, business documents, or any other data, materials, or content uploaded, submitted, synced, or otherwise made available by the User on or through the Platform for the purpose of availing the Services. . User Data expressly excludes any reports, insights, analytics, categorizations, graphs, charts, models, summaries, data obtained through authorized integrations with third-party systems or other derivative outputs generated by the Platform during the course of providing the Services or otherwise.
- **“User Information”** refers to the personal information of the User, such as name, contact details, email address, personal identification details, and any other personal data voluntarily provided by the User while creating or maintaining an account on the Platform.
- **“Virtual Accountant”** means and includes the Company’s proprietary software, tradename, Service and the Platform.
- **“Visitor”** refers to any individual who accesses or uses the Platform through, or under, the User’s account or login credentials, whether authorized or otherwise. Every Visitor shall be deemed a User and shall be bound by these Terms of Use and the Privacy Policy. The User shall be solely responsible for the actions, omissions, and compliance of all Visitors who access the Platform through the account of the User.
- **“You”** means the individual availing the Service, the User, the Visitor, or the company, or other legal entity on behalf of which such User is availing the Service, as applicable.
- **“Website”** refers to the platform accessible from [<https://www.aiaccountant.com/>]

## 1. License to use the Platform

The Company, subject to payment of Platform Fee and/or the Subscription Fee, and adherence to the Terms of Use, hereby grants You a limited, revocable, non-exclusive, non-transferable, non-sub-licensable, permission to use the Platform for Your internal business/financial purposes and for Your own non-commercial use, subject to the Terms contained herein.

The Platform is not designed or intended for the use of minors. You should be above the age of 18 calendar years if you access, view or use the Platform. You are expected to read and comply with our Privacy Policy prior to viewing, accessing or using the Platform.



## 2. Scope of Service

The details on the Website regarding the Service (including description of the Service, functionalities, and potential benefits) are for general information purposes only. While the Platform strives to ensure that all information, insights, and consultations provided through the Platform are accurate, current, and reliable, such content is intended to assist Users in making informed decisions and does not guarantee specific financial outcomes.

Although the Platform endeavours to maintain the accuracy and completeness of the Service, it assumes no liability for any errors, omissions, delays, or interruptions in the provision of the Service or any reliance placed on the outcome of the Services.

The Platform reserves the right, at its sole discretion, to modify, update, enhance, suspend, or discontinue any aspect of the Service, including the consultation features, at any time and without prior notice. The Company shall not be liable to You or any third party for any decisions made or actions taken based on the information, recommendations, or consultations provided through the Service.

## 3. The Platform

The Platform is a proprietary technology and financial management tool owned and operated by the Company that enables You to access, process, organise, and manage financial and business-related information through various automated tools, data-connectivity features, and AI-driven functionalities. The Platform may facilitate the retrieval, synchronisation, analysis, categorisation, or consolidation of financial data and documentation from multiple internal or external sources, as well as assist in generating insights, reports, or other outputs to support Your business operations. The specific features, capabilities, and tools made available on the Platform may evolve over time and may vary based on updates, enhancements, or modifications implemented by the Company at its sole discretion.

The Company does not guarantee the availability of any particular functionality and reserves the right to add, remove, or modify features at any time without prior notice.

## 4. Access:

(a) You agree to use the Platform only for lawful purposes, and You shall be liable for all activities undertaken through the Platform.

(b) By providing User Data to the Platform and/or by continuing to access and use the Platform, You consent to the Terms of Use.

(c) You agree and understand that You are entitled to access the Platform pursuant to your acceptance of these Terms of Use herein. You acknowledge that Your access and use of the Platform (including the nature, type and extent of such access and use) will always be subject to these Terms of Use.

(c) We shall use commercially reasonable efforts to provide the Platform and reasonable technical support services in accordance with the Our standard practices. The Platform does not make any commitment that the Platform will be available at all times or during any down time (a) caused by outages to any public Internet backbones, networks or servers, (b) caused by any failures of your equipment, systems or local access services, (c) for previously scheduled maintenance, (d) caused by any third party vendor or service provider of the Company, (e) caused by any failure of systems or servers of any third party including that of the government and its authorities and/or financial institutions or intermediaries, (f) attributable to events such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labour conditions, earthquakes, natural disasters, hacking, phishing or



interruptions in Internet services to an area where the Company or its servers are located or co-located, or (g) required pursuant to instructions from any governmental or regulatory authority.

## 5. User Representations and Warranties

(a) You agree that You are authorized to deal and transact with the User Data required to avail the Services and operate the Platform.

(b) You confirm that you have the necessary authorisations, approvals and consent to share the User Data with the Platform.

(c) You agree to provide the required User Information, or such other information as may be necessary or required by the Company to provide the Services, at the time of sign-up or at any subsequent stage.

(d) You agree that the Services provided by the Platform shall be so provided only upon updation of User Data, necessary information and details as required by the Platform.

(e) If You use the Platform on behalf of a legal entity or represent a legal entity, the Platform assumes that you are duly authorized by such legal entity to accept these Terms of Use and create binding legal obligations of such legal entity to these Terms of Use.

(f) You warrant to provide true, accurate, current and complete information User Information and User Data You agree to not misrepresent your identity or Your account information. You agree to keep Your account information up to date and accurate.

(g) If You upload or wish to upload User Data relating to or involving any third parties, You shall upload such User Data only after obtaining express written consent from such third parties, for which You shall be solely responsible. Further, You agree to ensure that express written consent from such third parties is obtained to receive direct communication from the Platform . If such third parties fail to provide written consent, or withdraw consent, You shall immediately cease to use the Services in relation to them. By agreeing to the Terms of Use, You represent to the Platform that You have sought and received consent to provide such User Data relating to third parties prior to using the Platform for such third parties.

(h) If you provide any information that is false, inaccurate or outdated, or the Platform has any reasonable grounds to suspect that such information is false, inaccurate or outdated, the Platform shall be entitled to suspend or terminate Your Account and prohibit any further access to the Platform and/or use of the Services by You.

(i) You are responsible for maintaining the confidentiality of access to and use of the Account and shall always be fully responsible for all activities undertaken from Your Account.

(j) You authorize the Platform to engage with and provide User Information and User Data to third parties such as software providers and hosting service providers in order for the Platform to provide the Services to You. The products and services made available by third party service providers may have additional terms that apply to you. You agree to be bound by such other additional terms should you choose to avail these Services.

(k) Any acts undertaken through the Account assigned to you shall be deemed to have been undertaken by You or persons authorised by You in this behalf. You shall be solely responsible for all acts undertaken through Your Account on the Platform.

## 6. Veracity of Information

When you create an Account on the Platform or use Our Services, you agree to:



(i) provide true, accurate, complete, and up-to-date User Information and User Data whenever such information is requested for; and

(ii) regularly maintain and update the User Information and User Data to ensure that it remains true, accurate, complete, and current at all times.

A User is responsible for ensuring that all User Data provided to the Platform is accurate, lawful, and provided with appropriate authority and consent as required under applicable law.

All information provided to the Platform to perform the Services are deemed by the Platform to be true and complete, and assumed not to contain any misrepresentations, typographical errors, or inaccuracies. The Platform is not liable for any errors or omissions and neither to verify the accuracy and completeness of information provided to avail the Services.

Certain types of deeds, instruments and agreements may not be authenticated electronically or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. The Platform is not responsible or liable to determine whether any particular document is (i) subject to an exception to applicable electronic signature laws; or (ii) can be legally formed by electronic signatures; or (iii) has a valid electronic signature.

## 7. Term and Termination

### (a) Term

This Terms of Use shall commence on the date when you first access the Platform ("**Effective Date**") and shall continue unless terminated in accordance with these Terms of Use.

### (b) Termination by You

You may terminate Your Account with the Platform at any time by providing a prior written notice of 30 (thirty) days to the Company. Termination by You shall not entitle You to any refund of fees already paid. Mere refrainment or discontinuation from using the Platform or its Services for a period of time shall not amount to a Termination by You, in which case the Terms of Use and Privacy Policy shall be in full force and effect, and you may be required to pay the Platform Fees for Services, as may be decided by the Company, till termination in accordance with the Terms of Use.

### (c) Termination / Suspension by the Company

The Company may, at its sole discretion, suspend or terminate Your access to the Platform or Services, or delete or disable Your Account, under any circumstances including the following (i) Breach of the Terms of Use or the Privacy Policy or applicable laws, or non-adherence to any instructions issued by the Platform; (ii) Such action is necessary to comply with applicable law, regulation, judicial order, instructions issued by any statutory or local body; (iii) Your use of the Platform or Services poses, or is reasonably believed to pose, a risk, liability, or harm to the Company, its systems, its users, or any third party; (iv) Non-payment of Platform Fee or Subscription Fee; (v) Your Account remains inactive for a prolonged period as determined by the Company.

The Company shall not be liable to You or any third party for any suspension, termination, or deletion of Account undertaken in accordance with the Terms of Use.

### (d) Effect of Termination

Upon termination for any reason:

- (i) all rights, access rights, and permissions granted to You under these Terms of Use shall immediately cease to be in effect;



- (ii) You shall not access or attempt to access, use or attempt to use the Platform in any manner whatsoever and You waive any right to claim access to the Platform from the effective date of termination;
- (iii) the Platform shall have the right to terminate all active service subscriptions linked to Your account, unless otherwise specified;
- (iv) termination shall be without prejudice to any rights, remedies, fees or claims of the platform accrued prior to the effective date of termination;
- (v) neither party shall be liable to the other for any damages arising solely from such termination carried out in accordance with these Terms of Use;
- (vi) You shall have the right to request for deletion of Your personal data, if any, available with the Company (subject to requirements specified under Retention of Information herein).

## 8. Permitted Use

(a) You are permitted to use the Platform in accordance with these Terms of Use, Privacy Policy and applicable laws and regulations, subject to payment of the Platform Fee and/or the Subscription Fee.

(b) The Platform is owned, controlled and operated by the Company in accordance with the laws of India and its Users are expected to use the Services while located in India. If you access the Platform or avail the Services from any location outside India, you agree that the Platform shall not be liable for any damages and/or violations of international laws. . You shall be solely responsible for compliance with laws as may be applicable in Your jurisdiction and/or the territory where (a) the Platform is accessed or used (2) User Data is generated, uploaded, stored, deleted ; and (c) Services are availed through Your Account.

## 9. Prohibited Actions:

You agree not to:

(a) Copy, modify, distribute, translate, monetise, rent, lease, license, resell, or create derivative works of the functionalities or Services provided by the Platform to any person, whether for commercial gain or otherwise;

(b) Use the Platform to host, display, upload, modify, publish, transmit, update or share any information, material or content that does not belong to You or that You are not authorised to host, display, upload, modify, publish, transmit, update or share;

(c) Use the Platform to host, display, upload, modify, publish, transmit, update or share any information, material or content which is grossly harmful, harassing, biased, derogatory, blasphemous, offensive, obscene, pornographic, paedophilic, libelous, invasive of others' privacy, hateful, racially or ethnically objectionable, disparaging, relates to or encourages gambling, money laundering, or is offensive to others on grounds of race, religion, creed, or gender or is otherwise unlawful or immoral in any manner;

(d) Use the Platform to create, host, display, upload, modify, publish, transmit, update or share information, material or content which infringes the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of any party;

(e) Use the Platform to create, host, display, upload, modify, publish, transmit, update or share any information, material or content for an unlawful purpose;

(f) Use the Platform including by hosting, displaying, uploading, modifying, publishing, transmitting, updating or sharing any information, material or content to impersonate or by impersonating another person;



(g) Use the Platform to host, display, upload, modify, transmit, update or share any information, material or content that contains software viruses or any other computer codes, files or programs designed to harm, copy, intercept, destroy or limit the functionality of any computer resource;

(h) Use the Platform to host, display, upload, modify, publish, transmit, update or share any information, material or content that threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offence or is offensive to any other nation;

(i) Use the Platform in any manner not permitted under these Terms of Use or which violates any law in force from time to time;

(j) Use the Platform for any unauthorised marketing purposes or for sending any unsolicited materials or advertisements

(k) Share Your authentication credentials to the Platform with any other person;

(l) Initiate or facilitate the initiation of any DoS attack or attempt to introduce malicious code;

(m) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, trade secrets, or algorithms relevant to the Services or any software, related to the Platform;

(n) Access information not intended for you or access or attempt to access any account which you are not authorized to access;

(o) Attempt to probe, scan or test the vulnerability of a system or network or to breach the security or authentication measures;

(p) Interfere or attempt to interfere with the Platform's service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;"

(q) Send unsolicited emails, including promotions and/or advertising of products or services to the Platform or the Company of other Users of the Platform;

(r) Directly or indirectly, for your own account or jointly with another, for or on behalf of any entity or for yourself, as principal, agent or otherwise, cause, influence, facilitate, induce or encourage any existing or prospective client, customer, supplier and/or licensor of the Company or any other person who has a business relationship with the Company: (i) to terminate or change any such actual or prospective relationship with the Company which would be detrimental to the Company's interests; (ii) to reduce or refrain from doing business with the Company; (iii) to enter into any business relationship with you or any other entity, for the purpose of providing products and services competing with the Company; divert, appropriate or take away or attempt to divert, appropriate or take away any client, customer, supplier and/or licensor of the Company; interfere with, disrupt, alter and damage or attempt to interfere with, disrupt, alter and damage, in any manner whatsoever, the relation between the Company and its clients, customer, supplier, licensors or any other person having a business relationship with the Company; solicit, influence, persuade, encourage, entice or induce or in any manner attempt to solicit, influence, encourage, entice or induce any employee, consultant, director or officer of the Company or its affiliates to terminate such appointment, engagement or service with the Company

Violations of this segment may subject You or other persons working in concert with You, to investigation and appropriate civil and criminal liabilities.



## 10. Confidential Information

You agree to:

- (a) maintain the Confidential Information in strict confidence and use it solely for the purpose of accessing and using the Platform and Services;
- (b) not disclose, publish, transmit, distribute, or otherwise make the Confidential Information available to any third party without the Company's prior written consent;
- (c) restrict access to Confidential Information strictly on a need-to-know basis to Your employees who are bound by confidentiality obligations no less strict than those set out herein;
- (d) not copy, reproduce, store, record, or create derivative works of any Confidential Information; and
- (e) implement reasonable security safeguards to prevent unauthorized access, use, alteration, or disclosure of Confidential Information.

If the User is required to disclose Confidential Information under applicable law, regulation, court order, or government direction, the User shall (to the extent legally permissible):

- (a) provide prior written notice to the Company; and
- (b) only disclose the limited amount of Confidential Information legally required.

These confidentiality obligations shall survive termination or expiration of these Terms of Use in perpetuity, with respect to all Confidential Information. The ownership of Confidential Information shall always belong to the Company. You agree to not claim or contest ownership rights on any Confidential Information.

## 12. Use of Third-Party Services

The Services may incorporate, integrate, or rely on software, applications, platforms, data sources, or other products and services provided by third parties ("Third-Party Services"). Certain features or functionalities of the Platform may involve the collection, exchange, retrieval, transmission, processing, or display of data through such Third-Party Services, or may generate outputs that are derived from or dependent upon them ("Third-Party Output").

Your use of any Third-Party Services or generation of Third-Party Output is subject to the separate terms, conditions, and policies governing such third-party providers. When You use these features or functionalities of the Platform which are provided through Third-Party Services, by using such features and functionalities You agree to comply with the terms and conditions governing such Third-Party Service providers. This does not make the Company a party to such terms and conditions, and the Company does not control, endorse, or assume any responsibility for any Third-Party Services or Third-Party Output, including their accuracy, availability, functionality, or security. The Company shall not be liable for any loss, damage, or harm arising from or relating to Your use of, reliance on, or inability to access any Third-Party Services or Third-Party Output.

You acknowledge and agree that the availability, performance, and functionalities of certain aspects of the Services may depend on the continued availability and proper functioning of such Third-Party Services, and the Company shall not be liable for any delays, interruptions, or failures caused by third-party providers.

The Platform may also contain links to third-party websites or services thereby enabling you to leave this Website and go directly to the linked site. These links are provided solely for Your convenience, and the Platform is not responsible for transmission received from any linked site. We do not control, endorse, or guarantee the availability, accuracy, security, or content of any such third-party websites, and the Company shall not be responsible for any loss, damage, or inconvenience arising from Your access to or use of these third-party links. By visiting these websites you would be deemed to be outside the Website and its channels. You agree to defend, indemnify and hold harmless the Platform from and against any claims, liabilities, damages, losses, costs and expenses, including



attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to the Platform by Your use of such third-party links.

### **13. Ownership of Intellectual Property Rights**

These Terms of Use do not grant you any Intellectual Property license or rights in or to the Platform, its software or any of its components. All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, know-how, AI models, templates, platform UI/UX, APIs, Usage Data, websites and any other proprietary information developed or used in connection with the Platform, shall be and remain the sole and exclusive property of the Company or its licensors. You acknowledge that the Platform is a proprietary platform and that you have no right, title, or interest in the Platform or any of its Services or underlying technology.

The Platform may (a) collect, track, store, analyze, and utilize data related to the use of the Platform; and (b) analyze User Data to enhance the capabilities, performance, marketing, sales, benchmarking studies, and development of the Platform and Services. Additionally, the Platform may aggregate such data from multiple users in de-identifiable form (collectively referred to as "Derivatives"). You acknowledge that these Derivatives, or any part thereof, shall always be the Intellectual Property of the Company. Without prejudice to the generality of the foregoing, to the extent that the User has any Intellectual Property Rights in the Derivatives, or any part thereof, the User hereby assigns in perpetuity and worldwide, without limitation, the Intellectual Property Rights exclusively in favor of the Company. The Platform will have the right to use the Derivatives for any business or commercial purpose during or after your association with the Platform.

You shall retain Intellectual Property Rights to the User Data uploaded to the Platform, to the extent as was available to You prior to Your sharing such User Data with the Platform. This shall not include the Platform Intellectual Property Rights. By using the Platform, You grant the Platform a non-exclusive, worldwide, royalty-free license and the right to collect, use, copy, store, transmit, modify, and create User Data as permitted in these Terms of Use and our Privacy Policy.

Your use of any information which is proprietary to the Platform shall only be accessed or used on individual devices or end-points without any right to redistribute, upload, export, copy or otherwise transfer the information to any centralized interdepartmental or shared device, directory, database or other repository nor to be made available to any other person, without the prior written consent of the Platform.

All software, algorithms, models, code, compilations, design, user interfaces, dashboards, features, workflows, training data, documentation, and other materials generated or provided by the Platform are and shall remain the exclusive property of the Company. The User shall not copy, adapt, reverse-engineer, distribute, sublicense, publish, or make available any Platform Intellectual Property without the prior written consent of the Company.

Any breach of this clause may constitute an infringement of copyright, trademark, patent, trade secret, or other proprietary rights and may subject the User to civil and/or criminal liability, in addition to suspension or termination of Account or access to the Platform.

### **14. Trial and Pricing Model**

If you register for a trial and the Platform grants You a Trial Period, We will make one or more Services available to You on a trial basis until the earlier of (a) the end of the Trial Period granted by the Platform; or (b) the commencement of Your Subscription Plan. The duration and scope of the Trial Period shall be determined by the Platform at its discretion. Any Services used by the User during the trial period shall not be subject to any Subscription Plan, but shall be subject to Platform Fee (unless otherwise agreed to in writing by the Company), as may be applicable to the Services used. These Terms of Use apply to access and/or usage of the Services and/or the Platform during the Trial Period as well.



The Platform's fee structure is based on the subscription plan selected by the User. Pricing is not standardized or benchmarked to any market rate and may vary based on multiple commercial and operational factors, including, without limitation, the volume of work, frequency of usage, nature and type of business, usage intensity, and the complexity of workflows or integrations required. The Company shall, at its sole discretion, determine the applicable pricing based on its internal assessment of the User's requirements.

The User acknowledges and agrees that such pricing is reasonable, valid, and justified. All Subscription Fees are payable by the User in full at the commencement of each Subscription Plan and shall be non-refundable. In case your Account exceeds the permissible number of Services as per Your Subscription Plan, You shall be required to separately pay the Platform Fee to the extent of such additional Services used.

## 15. Security of Your Information

Our security measures include reasonable security practices which are appropriate to the Services offered by the Platform, including internal security controls which protect the Company's infrastructure from external attack and unauthorised access,

- internal policies setting out our data security methodology and training for employees in accordance with applicable laws.

### (a) What You can do to help protect User Information and User Data:

The Platform will never ask You to confirm Your bank account or credit card authentication details via email. If You receive an email claiming to be from the Company asking You to do so, do not respond to the email and inform the Platform immediately.

If You are using a computing device in a public location, we recommend that you always log out and close the website browser when You complete an online session.

In addition, we recommend that You take the following security measures to enhance Your online safety, both in relation to the Services and generally:

- Keep your account passwords private. It is advised that you change your account password immediately upon any suspicion of or incident of unauthorised access.
- When creating a password, use at least 8 characters. A combination of letters and numbers is best. Do not use dictionary words, your name, email address, or other personal data that can be easily obtained.
- We also recommend that you periodically change your password – avoid using the same password for multiple online accounts.

### (b) Treatment of Password Protected Files

You acknowledge and agree that certain files or User Data provided by Your respective Bank may be password protected. You agree to maintain the confidentiality of all passwords provided by the Bank and not share them with any unauthorised third-party. In order to avail certain Services of the Platform, You may be required to share protected files. You agree and acknowledge that You shall provide access to the Platform to view, download, analyse and process such protected files, to the extent required by the Platform to provide the Services.

If Your password is compromised or used by an unauthorised party, You shall be solely responsible for any resulting damages or losses. The Company shall not be liable for any damages or losses arising from unauthorised access to password-protected files.

**16. Disclaimers:** You agree, acknowledge and accept the following disclaimers made by the Company :



- (a) The Company shall, on a best effort basis, make the Platform available at all times, but does not guarantee that the Platform will operate error free or provide uninterrupted access or Service;
- (b) We do not provide any warranty, whether express or implied, on the suitability, merchantability or fitness of the Platform and/or its Services for any particular purpose;
- (c) All testimonials are from real Users and may not reflect a typical User experience. Testimonials are not intended to represent or guarantee that You shall achieve the same or similar results / benefits from use of the Platform;
- (d) The Services are not provided as a source of financial advice and You should not rely on statements and representations made within the Platform or externally referenced sources if you seek financial advice;
- (e) All reports, analytical data, advice, texts, links, or any Service is provided by the Platform on an as-is basis, and do not purport to be legal documents, and do not carry any warranties, express or implied, of any nature regarding its accuracy or completeness;
- (f) The Platform may make changes to the Terms of Use, contents, or to the information provided on the Platform, at any time without any notice;
- (g) You shall remain liable for Your respective tax obligations and the Platform shall not be liable for any tax-related issues, disputes, penalties or adverse financial consequences incurred by You, whether resulting from Your use of the Platform or otherwise;
- (h) The Platform relies completely on the User Data uploaded by You and is not intended to independently verify the completeness or accuracy of the User Data;
- (i) The Platform cannot guarantee that Your downloads will be free from viruses, malware, harmful code, corruption, or security vulnerabilities. You are solely responsible for implementing adequate cybersecurity measures, including antivirus protections and secure storage practices;
- (j) Information on the Platform is for general use only and does not constitute an offer or solicitation to purchase any financial instrument;
- (k) The Platform is not liable for any special, direct, indirect, incidental, consequential, exemplary, or punitive damages, or any other damages whatsoever, arising out of or relating to Your use of, or inability to use, the Service.
- (l) The Platform and Services are intended for use only within India;;
- (m) Your eligibility for any Service is subject to the Platform's final approval;
- (n) Unless expressly stated otherwise, the Services are not insured by the Platform or any third-party insurer.
- (o) The Company shall not be liable for any loss, damage, corruption of data, security breaches, system compromise, or any other harm arising from or related to Your download, use, storage, or transmission of any data or files;
- (p) The Platform (including its affiliates, employees, directors, agents, and service providers) shall not be liable for any system downtime, interruptions, errors, delays, loss of data, or for any consequences arising from any User Data uploaded, provided, or generated through your use of the Platform or Services;
- (q) The Platform disclaims all liability for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to loss of profits, loss of revenue, loss of goodwill, data loss, business interruption, or any other intangible losses, arising out of or relating to (i) your access to, use of, or inability to access or use the Platform or Services; (ii) any acts, omissions, conduct, or content of third parties on or through the Services, including any defamatory, offensive, unlawful, or infringing conduct; (iii) any content, information, or materials obtained from or through the Services; or (iv) any unauthorized access to, alteration of, or use of your accounts, transmissions, or User Data;



(r) No advice, whether oral or written obtained from the Platform or its Services, will create any warranty as to the accuracy, reliability or suitability of such advice to the User;

(s) Your sole and exclusive remedy for any dissatisfaction with the Platform or Services is to discontinue use of the Platform;

(t) Under no circumstances shall the aggregate liability of the Platform for damages liquidated exceed the amount You paid to the Platform, if any, in the immediately preceding 1 (one) month for the Services giving rise to the claim. In case of Subscription Fee Pricing Model, the aggregate liability of the Platform shall not exceed 10% of the last paid Subscription Fee (excluding the Platform Fee, if any). The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the Platform has been informed of the possibility of any such damage or a remedy.

## **17. Indemnity**

You agree to indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, agents, and service providers from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to Your access to or use of the Platform or Services, Your breach of these Terms of Use or any applicable law, any content or data submitted or processed by You, or any claim made by a third party in connection with Your use of or reliance on the Platform or Services. You further agree that You will not settle any matter subject to this indemnity without the Company's prior written consent, and the Company reserves the right to assume the exclusive defence of any such claim at its own expense.

## **18. Affiliate**

The Company may use the services of its group entities under common control. Accordingly, your data may be shared with such group entities on a need-to-know basis to provide the Services, and to offer other products/services that the Company feels may interest you.

## **19. Governing Law**

Subject to other provisions in these Terms of Use, courts in Bangalore, Karnataka shall have exclusive jurisdiction over all issues arising out of these Terms of Use.

## **20. Change to these Terms of Use**

The Company may, from time to time, update, revise, or modify these Terms of Use and host the same on its Website or the Platform. By continuing to access or use the Platform or avail the Services after any such updates, you acknowledge and agree that it is Your responsibility to review and remain informed of the most current version of the Terms of Use. Your continued use of the Platform and/or the Services shall constitute deemed acceptance of the modified Terms of Use, if any. All terms forming part of any modified Terms of Use shall be applicable to Your use of the Platform without the necessity of any further acceptance.

By using the Platform, You expressly acknowledge and agree to be bound by the Company's Privacy Policy. You further acknowledge and agree that certain functionalities of the Platform may rely on or interact with third-party software, applications, or services, and Your use of such features shall constitute Your acceptance of the applicable terms, policies, and privacy practices imposed by such third-party service providers. The Company shall not be



responsible for the acts, omissions, security safeguards, or practices of any third-party providers, each of whom is independently responsible for compliance with applicable laws.

**21. Contact Us:** You can contact Us:

- By visiting our Website [[www.aiaccountant.com/](http://www.aiaccountant.com/)]
- By sending us an email: [support@aiaccountant.com](mailto:support@aiaccountant.com)