Terms of Service

1. Introduction

Welcome to KarmicDD!

These Terms of Service ("Terms") govern your access to and use of the **KarmicDD** platform, its website, and services (collectively, "Services"). By accessing or using our Services, you agree to abide by these Terms. If you do not agree with these Terms, please do not use the Services. KarmicDD is owned by Clarigen AI Private Limited .(collectively, "The Company")

2. Overview of Services

2.1. Primary Service: KarmicDD lets its users conduct a thorough due diligence on their businesses and on each other. Our users are mainly Startups and Entrepreneurs who want to self assess their standing or assess an Investor user. Similarly, the investors and VC firms who want to assess their standing or assess a startup user. All the generated reports combine Five important due diligence categories and One optional category enabling the user to holistically review the results. The five DDs are: Belief DD, Financial DD, Legal DD, Market DD and Forensic DD. The add on optional DD is: Astro DD.

2.1.1 Belief due diligence

- 2.1.2. Financial due diligence
- 2.1.3. Legal due diligence
- 2.1.4. Market due diligence
- 2.1.5. Forensic due diligence
- 2.1.6. Astrological due diligence
- **2.2. Secondary incidental Service:** KarmicDD lets its users find and connect with best matches ,exchange data & information,share their respective DD results ,request additional data & information and see respective user ranking & badge compared to other categorical users of same class ,based on the due diligence results.
- 2.2.1. Find best matches
- 2.2.2. Connect with other users
- 2.2.3. Data & information sharing
- 2.2.4. DD reports sharing
- 2.2.5. Additional data & information request and exchange

2.2.6. User badge & ranking

3. Eligibility and Access

To use the Services, you must be at least 18 years old or of legal age in your jurisdiction to enter a binding contract. By using KarmicDD, you represent and warrant that you have the legal authority to do so. If you are using the platform on behalf of an organisation, you must have the authority to bind the organisation to these Terms.

4. Account Registration

To access certain features of the platform, you must create an account with KarmicDD. You agree to:

- Provide accurate, up-to-date, and complete information during the account registration process.
- Maintain the confidentiality of your account login credentials and be responsible for all activities under your account.
- Notify us immediately if you believe your account has been compromised.

5. AI-Powered Due Diligence

KarmicDD uses proprietary AI algorithms to conduct due diligence on startups and investors based on the data provided by users. This includes analysing key factors such as business potential, market alignment, financial viability, and investor preferences. Please note:

- The AI tool is designed to provide data-driven insights, but it does not guarantee any investment or partnership outcomes.
- The platform is not a substitute for professional financial, legal, or investment advice. We encourage you to seek professional counsel where needed.

6. Use of Services

By using KarmicDD, you agree to:

- Use the platform only for lawful purposes and in accordance with these Terms.
- Not engage in any activity that could harm or disrupt the platform, including but not limited to exploiting bugs, sending malware, or attempting to hack into the system.
- Not engage in deceptive, fraudulent, or illegal activity, including but not limited to the submission of false information or misrepresenting yourself.

7. Privacy and Data Protection

Your privacy is important to us. Our <u>Privacy Policy</u> describes how we collect, use, and protect your personal information. By using the Services, you consent to the collection and use of your data as outlined in our Privacy Policy. Please review the Privacy Policy to understand your rights and obligations regarding your personal information.

8. Intellectual Property

KarmicDD retains all rights, title, and interest in the platform, including but not limited to the Al algorithms, software, trademarks, and all content generated through the platform. You may not:

- Copy, modify, or distribute any part of the platform or its content without prior written consent from KarmicDD.
- Use the platform for any purpose that infringes upon the intellectual property rights of KarmicDD or any third party.

9. Limitations of Liability

While we strive to ensure that our Services are accurate, reliable, and secure, KarmicDD is provided "as is." We make no warranties, express or implied, regarding the accuracy, completeness, or reliability of the platform or its content. In no event shall KarmicDD be liable for any direct, indirect, incidental, special, or consequential damages arising out of your use of the platform, including, but not limited to, loss of data, business interruptions, or any other financial or material loss.

10. Termination

KarmicDD reserves the right to suspend or terminate your account at our sole discretion, without notice, if we believe you have violated these Terms or if we determine that your conduct is harmful to the platform or other users. Upon termination, all rights granted to you under these Terms will immediately cease.

11. Jurisdiction and Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of India, without regard to its conflict of law principles. By using the services of KarmicDD and engaging with this Agreement, you consent to the exclusive jurisdiction and venue of the courts located in Gurugram, India, for the resolution of any disputes or claims arising out of or in connection with this Agreement, the use of the platform, or any services provided by KarmicDD.

12. Force Majeure Clause

Neither **CLARIGEN AI PRIVATE LIMITED** nor you (the "Party") shall be held liable for any failure or delay in the performance of their respective obligations under this Agreement, if such failure or delay is caused by events beyond the reasonable control of the Party, including but not limited to:

- Natural disasters such as earthquakes, floods, fires, or severe weather events.
- Acts of war, terrorism, civil unrest, or government actions.
- Labor strikes, lockouts, or other workforce disruptions.
- Failure or disruption of services from third-party providers or service interruptions, including internet, telecommunications, or cloud services.
- Epidemics, pandemics, or other public health emergencies.
- Any event or circumstance beyond the reasonable control of the affected Party that prevents or significantly delays the performance of its obligations under this Agreement.

If a Force Majeure occurs:

- The Party affected by the Force Majeure shall promptly notify the other Party of the nature of the event, its expected duration, and the impact on its performance under this Agreement.
- The performance obligations of the affected Party shall be suspended for the duration of the Force Majeure event, provided that such Party makes reasonable efforts to mitigate the effects of the Force Majeure and resumes performance as soon as reasonably possible.
- If the Force Majeure event continues for a period of 15 days, the non-affected Party may have the right to terminate this Agreement without liability.

13. Modifications to Terms

KarmicDD reserves the right to modify these Terms at any time. We will notify you of any changes by updating the "Effective Date" above. Continued use of the Services after such changes constitutes your acceptance of the modified Terms.

14. Contact Information

For any questions or concerns regarding these Terms or the Services, please contact us at info@clarigenai.com

15. Refund and Cancellation

At **KarmicDD**, we strive to provide valuable AI-powered matchmaking and due diligence services to both startups and investors. Please review our **Refund and Cancellation Policy** carefully as below.

15.1. General Terms

- All transactions for **KarmicDD**'s paid services are final. However, we value customer satisfaction and aim to resolve issues fairly and reasonably.
- This policy applies to users who have made payments for premium subscriptions, services, or any other paid features provided through our platform.

15.2. Cancellation of Subscription

- **Subscription-based Services**: If you are subscribed to a recurring service or premium plan, you may cancel your subscription at any time by notifying us through your account settings or by contacting our support team. Please refer to the section on **Subscription Cancellations** below for more details.
- **Effect of Cancellation**: Once your subscription is canceled, you will continue to have access to the premium features until the end of your current billing cycle. No further payments will be charged after your cancellation takes effect.
- **Non-Refundable Fees**: Subscription fees are non-refundable. If you cancel your subscription before the end of the billing cycle, no refund will be issued for the unused portion of your subscription.

15.3. Refund Policy

- Eligibility for Refund: Refunds are only available under specific circumstances, such as:
 - If there is a **technical failure** or service disruption that prevents access to the platform or its core features for an extended period (more than 48 hours).
 - If there is a significant discrepancy between the described services on the platform and the actual service provided.

- **Refund Process**: If you believe you are entitled to a refund, you must submit a request within **14 days** of your payment date. The request should be made by contacting our customer support team. Upon receiving the request, we will review the circumstances and process the refund as necessary.
- Non-Refundable Payments: Certain services or products, such as one-time
 consultations, custom reports, or AI-powered analysis reports, may be nonrefundable after delivery. These will be clearly communicated at the time of
 purchase.

15.4. Trial Period

- If you are using a **free trial** of our premium services, you will not be charged during the trial period. However, once the trial period ends, your subscription will automatically renew unless you cancel it before the end of the trial period.
- **Trial Cancellation**: You can cancel the trial anytime during the trial period to avoid being charged for the next billing cycle. If you cancel after the trial period ends, the charges for the first billing cycle will apply.

15.5. Requesting Cancellations and Refunds

- To request a cancellation or refund, please reach out to our support team through:
 - o Email: info@clarigenai.com
- We will require the following details to process your cancellation or refund request:
 - Account Information: Name, email address, and user ID.
 - Reason for Request: A brief description of the issue or reason for cancellation or refund.

15.6. Modifications to the Policy

KarmicDD reserves the right to modify or update this Refund and Cancellation
 Policy at any time. We will notify users of any changes by updating the "Effective
 Date" at the top of the policy. Continued use of the platform after changes are
 made constitutes your acceptance of the modified terms.

15.7. Contact Us

If you have any questions or concerns regarding our **Refund and Cancellation Policy**, please contact us at info@clarigenai.com

16. Payment Terms and Security Notice

At **KarmicDD**, we are committed to providing secure and efficient payment processing for our users. This **Payment Terms and Security Notice** explains the payment methods, processing, and security protocols we use to ensure your transactions are safe.

16.1. Payment Methods

KarmicDD accepts the following payment methods for accessing our paid services:

- Credit Cards: Visa, MasterCard, American Express
- Debit Cards
- Net Banking (for Indian users)
- Digital Wallets
- Bank Transfers: Available for large transactions or annual subscriptions
- Other Payment Gateways: Razrpay and HDFC payment Gateway

All payments will be processed in **Indian Rupees (INR)** or other relevant currencies, depending on your geographical location and billing preferences.

16.2. Payment Schedule

- **Subscription Fees**: By subscribing to KarmicDD's premium services, you authorize us to charge your selected payment method on a recurring basis, according to the billing cycle (monthly or annually).
- One-time Fees: Any one-time payments for services such as custom reports, Al analysis, or consultancy will be charged at the time of purchase.
- **Automatic Renewal**: Your subscription will automatically renew at the end of each billing cycle unless canceled by you before the renewal date. You will receive a reminder email 7 days prior to the renewal to inform you of the upcoming charge.

16.3. Payment Failures and Late Payments

- **Failed Payments**: If a payment fails, we will notify you by email and make reasonable efforts to retry the payment. You will have 24 hours to update your payment method before the service is suspended.
- Late Fees: In the event of a delayed payment, we may charge a late fee 1% Per month if the payment remains outstanding beyond the specified period.

16.4. Currency and Taxes

- **Currency**: Payments will be processed in the currency selected during your account setup (typically INR, USD, or EUR).
- Taxes: All payments may be subject to applicable taxes, including Goods and Services Tax (GST), Value Added Tax (VAT), or any other local taxes depending on your location. The tax will be added to the final payment amount at the time of purchase.

16.5. Security of Payments

- PCI Compliance: KarmicDD uses a PCI-DSS compliant payment gateway for all transactions. This ensures that your credit card and financial details are handled securely.
- Encrypted Transactions: All transactions are encrypted using SSL (Secure Socket Layer) technology to prevent unauthorized access to your sensitive data.
- **Two-Factor Authentication**: For added security, KarmicDD uses two-factor authentication (2FA) during account setup and payment confirmation.
- **Data Storage**: We do not store any sensitive payment information (e.g., credit card details) on our servers. All payment data is securely handled by our trusted third-party payment processors.

16.6. Refund and Dispute Resolution

- Refund Requests: Please refer to our Refund and Cancellation Policy above for detailed information on how to request a refund.
- **Disputes**: In the event of a payment dispute or chargeback, we will cooperate with the relevant financial institution to resolve the matter in accordance with our terms. We may suspend or terminate your access to the platform if we believe a dispute is fraudulent.

16.7. User Responsibilities

- **Accurate Information**: You are responsible for providing accurate and up-to-date billing information. Failure to do so may result in payment issues or service interruptions.
- Account Management: It is your responsibility to manage your subscription, including updating payment methods and managing cancellation requests.
 Failure to update your payment information may result in interrupted service or delayed renewals.

16.8. Changes to Payment Terms

KarmicDD reserves the right to modify these **Payment Terms** at any time. We will notify you of any changes by updating the "Effective Date" above. Continued use of the platform after such changes constitutes your acceptance of the modified terms.

16.9. Contact Information

If you have any questions or concerns regarding payments or security, please contact our support team at info@clarigenai.com

17. Copyright and Intellectual Property Notice

This **Copyright and Intellectual Property Notice** ("Notice") governs the use of all content, materials, and intellectual property related to **KarmicDD**. By accessing and using the platform, you acknowledge and agree to the terms outlined in this Notice.

17.1. Ownership of Content and Intellectual Property

- **KarmicDD** owns and retains all rights, title, and interest in and to the platform, including its proprietary technologies, algorithms, branding, and all content generated or made available on the platform, unless otherwise specified.
- **Copyright**: All content on KarmicDD, including but not limited to text, graphics, images, logos, videos, software, reports, data, and other materials ("Content"), is

- the property of **CLARIGEN AI PRIVATE LIMITED** or its licensors and is protected by copyright law. Unauthorized use of this Content is prohibited.
- Trademarks: The trademarks, service marks, and logos ("Marks") displayed on the
 platform are the property of CLARIGEN AI PRIVATE LIMITED or their respective
 owners. You may not use, copy, or display these Marks without prior written
 consent from the owner.

17.2. Limited License

- KarmicDD grants you a limited, non-exclusive, non-transferable license to access and use the platform solely for personal or professional use, in accordance with these Terms of Service.
- User-Generated Content: If you submit any content to the platform, such as user profiles, feedback, reports, or other data, you grant CLARIGEN AI PRIVATE LIIMTED a non-exclusive, royalty-free, worldwide license to use, display, and distribute this content for the purposes of providing the platform's services.

17.3. Restrictions on Use

You agree not to:

- Modify, adapt, translate, or create derivative works of any of the Content or technology available through the platform.
- Reproduce, distribute, publicly display, or perform the Content without prior written consent from CLARIGEN AI PRIVATE LIIMTED.
- Reverse-engineer, decompile, disassemble, or attempt to discover the source code of any software or algorithms used on the platform.

17.4. Copyright Infringement Claims

 If you believe that any content on the platform infringes your copyright, please notify us immediately by sending a written notice to our designated Copyright Agent at info@clarigenai.com

Your notice should include:

- A description of the copyrighted work that is allegedly being infringed.
- A description of the location on the platform where the allegedly infringing content is found.

- Your contact information (name, address, phone number, and email).
- A statement that you have a good faith belief that the use of the content is not authorized by the copyright owner.
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or are authorized to act on behalf of the owner.

17.5. Third-Party Content

- Some content on the platform may be provided by third parties. **KarmicDD** does not claim ownership of third-party content, and all rights to such content remain with the respective owners.
- You acknowledge that KarmicDD is not responsible for any third-party content and that you must comply with any applicable terms or restrictions when using such content.

17.6. Termination of Access to Infringing Content

- KarmicDD reserves the right to remove or disable access to content that infringes the intellectual property rights of others or violates the platform's policies.
- Repeated infringement of copyright may result in the termination of a user's access to the platform.

17.7. No Transfer of Intellectual Property Rights

• These Terms do not transfer any ownership rights in the intellectual property associated with KarmicDD to users. All intellectual property rights remain with **CLARIGEN AI PRIVATE LIMITED** or the respective owners.

17.8. Modifications and Updates

- **KarmicDD** reserves the right to modify or update its intellectual property assets, including trademarks, copyrights, and any proprietary content, at its discretion.
- These modifications may include, but are not limited to, updates to the platform's features, algorithms, and Content.

17.9. Contact Information

If you have any questions or concerns regarding copyright and intellectual property, please contact us at info@clarigenai.com

18. End-User License Agreement (EULA)

This End-User License Agreement ("Agreement") is a legal agreement between you ("User" or "You") and **CLARIGEN AI PRIVATE LIMITED**, the provider of KarmicDD ("Licensor", "We", "Us", or "Our"). By accessing or using KarmicDD (the "Software" or "Service"), you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use or access the Software.

18.1. License Grant

- License: Subject to the terms and conditions of this Agreement, the Licensor grants you a limited, non-exclusive, non-transferable, and revocable license to use the KarmicDD platform and associated software for personal or business use, as described on our website.
- Scope of Use: The license allows you to install and access the software on your devices, and use it for its intended purpose, which includes using the Al-powered due diligence and matchmaking features for startups and investors.
- Limitations: You are not permitted to sublicense, sell, distribute, or transfer the software to third parties, and you may not reverse-engineer, decompile, or disassemble the software except as expressly allowed by applicable law.

18.2. Ownership and Intellectual Property

- Ownership: You acknowledge that KarmicDD and all associated intellectual
 property rights (including but not limited to software, algorithms, trademarks,
 logos, and content) are owned by CLARIGEN AI PRIVATE LIMITED or its licensors.
 This Agreement grants you a license to use the software but does not transfer any
 ownership of the software or intellectual property.
- Restrictions: You may not:
 - Modify, adapt, or create derivative works of the Software.
 - Copy, reproduce, or distribute any part of the Software without explicit permission from CLARIGEN AI PRIVATE LIMITED.

 Remove or alter any copyright, trademark, or other proprietary notices embedded in the Software.

18.3. User Responsibilities

- Compliance: You agree to comply with all applicable laws and regulations in connection with your use of the Software. You must ensure that the data you input into the platform is accurate, complete, and compliant with all relevant regulations.
- Account Security: You are responsible for maintaining the confidentiality of your account credentials. If you believe that your account has been compromised, you must notify CLARIGEN AI PRIVATE LIMITED immediately.
- Prohibited Uses: You may not use the Software for:
 - o Any illegal, fraudulent, or malicious activity.
 - Harassing, defaming, or violating the rights of others.
 - Disrupting or damaging the functionality of the Software.

18.4. Support and Updates

- Updates: CLARIGEN AI PRIVATE LIMITED may, at its discretion, provide updates, upgrades, or modifications to the Software. These updates may include patches, bug fixes, or new features, but you are not entitled to any specific updates unless specified by CLARIGEN AI PRIVATE LIMITED.
- Support: **CLARIGEN AI PRIVATE LIMITED** may provide support services for the Software but is not obligated to provide ongoing support. Support will be provided as specified on the website or during the registration process.

18.5. Termination

• Termination by Licensor: **CLARIGEN AI PRIVATE LIMITED** may terminate this Agreement and revoke your access to the Software if you violate any terms of this Agreement. Upon termination, you must immediately cease all use of the Software and destroy all copies of the Software in your possession.

• Termination by User: You may terminate this Agreement at any time by uninstalling the Software and ceasing to use the Services. No refunds will be issued for any unused portion of paid services.

18.6. Limitation of Liability

- Disclaimer of Warranties: The Software is provided "as is" and CLARIGEN AI
 PRIVATE LIMITED makes no warranties or representations regarding the
 functionality, accuracy, or performance of the Software. CLARIGEN AI PRIVATE
 LIMITED does not warrant that the Software will be free from errors or
 interruptions.
- Limitation of Liability: To the maximum extent permitted by law, **CLARIGEN AI PRIVATE LIMITED** will not be liable for any indirect, incidental, special, or consequential damages, or loss of data, profits, or use arising out of or in connection with your use of the Software.

18.7. Indemnification

You agree to indemnify, defend, and hold harmless **CLARIGEN AI PRIVATE LIMITED**, its affiliates, officers, directors, employees, agents, and licensors from and against any claims, damages, liabilities, costs, and expenses (including legal fees) arising out of your use of the Software, your violation of this Agreement, or your infringement of any intellectual property or other rights.

18.8. Privacy and Data Protection

By using KarmicDD, you consent to our <u>Privacy Policy</u> and agree that your data may be collected, stored, and used as outlined in the Privacy Policy. You are responsible for ensuring that you have obtained all necessary consents to share any data that you input into the Software.

18.9. Governing Law and Dispute Resolution

• Governing Law: This Agreement will be governed by and construed in accordance with the laws of India.

 Dispute Resolution: Any disputes arising from this Agreement shall be resolved through arbitration, and you agree to resolve any disputes with CLARIGEN AI PRIVATE LIMITED through binding arbitration in Haryana, India.

18.10. Modifications to the Agreement

CLARIGEN AI PRIVATE LIMITED reserves the right to modify or update this EULA
at any time. Any changes to this Agreement will be communicated to you, and your
continued use of the Software after any such changes constitutes your
acceptance of the modified terms.

18.11. Contact Information

If you have any questions or concerns regarding this Agreement, please contact us at info@clarigenai.com

19. COMMUNITY GUIDELINES

At **KarmicDD**, we are committed to fostering a positive and respectful environment for all users of our platform. Our community is built on mutual respect, professionalism, and trust. These guidelines outline the expected behaviour for all users while interacting with the platform and other members of the KarmicDD community.

By using our platform, you agree to follow these Community Guidelines. Failure to do so may result in account suspension or termination.

19.1. Be Respectful and Professional

- Treat all users with courtesy, respect, and professionalism. We expect members of our community to engage in constructive and positive conversations.
- Avoid making inflammatory, disrespectful, or offensive comments that can harm the experience of others.
- Always use inclusive and non-discriminatory language. Discrimination, harassment, or hate speech based on race, gender, sexual orientation, religion, or any other protected characteristic will not be tolerated.

19.2. Respect Privacy and Confidentiality

- Respect the privacy of others. Do not share personal, confidential, or proprietary information without permission.
- Ensure that any data shared on the platform complies with relevant data protection laws and guidelines, including GDPR or other applicable privacy regulations.
- Do not post or share any content that violates the privacy or intellectual property rights of other users or third parties.

19.3. No Spam or Unsolicited Promotion

- Do not engage in spamming or excessive self-promotion of services, products, or businesses that are not relevant to the platform's purpose.
- Avoid posting unsolicited advertising, or attempts to solicit investments, partnerships, or other business opportunities unless it is within the framework of the platform.
- If the platform has a designated area for promotion or partnerships, follow the specific rules for that area.

19.4. Engage in Constructive Discussions

- When interacting with other users, contribute positively to discussions by sharing relevant insights, feedback, or experiences.
- If you disagree with another user's opinion, engage respectfully and be open to differing views.
- Avoid trolling or trying to provoke others through inappropriate comments.

19.5. Compliance with Legal and Regulatory Requirements

- Ensure that all content, discussions, and activities on KarmicDD comply with applicable laws and regulations, including intellectual property laws, securities laws, and data protection laws.
- Do not engage in or promote any illegal activities, including fraud, scams, or money laundering.
- Refrain from sharing any content or data that infringes upon intellectual property rights, including but not limited to copyrighted works, trademarks, or patents.

19.6. Content Guidelines

- Only share content that is relevant to the purpose of the KarmicDD platform. Our platform is dedicated to connecting startups and investors, and all content should support this mission.
- Avoid posting harmful, misleading, or inaccurate information that may mislead other users.
- Be mindful of the tone and language used in your posts. Content that is offensive, threatening, or abusive will be flagged and may lead to account suspension.

19.7. Respect the Platform's Integrity

- Do not attempt to manipulate, alter, or reverse-engineer any part of the platform's functionality, including its Al tools, features, or any underlying code.
- Refrain from interfering with the platform's performance, security features, or any part of the infrastructure, including attempts to gain unauthorized access.

19.8. Report Violations

- If you observe any behavior that violates these Community Guidelines or the Terms of Service, please report it to **CLARIGEN AI PRIVATE LIMITED** immediately.
- Reports will be reviewed in a timely manner, and appropriate action will be taken, including warnings, account suspension, or permanent bans for repeated violations.

19.9. Consequences of Violating the Guidelines

- KarmicDD reserves the right to act against users who violate these guidelines, including:
 - Temporary Suspension: Suspension of access to certain features or the platform.
 - Permanent Ban: In cases of severe or repeated violations, the user's account may be permanently banned.

 Appeal Process: If you feel that your account has been unfairly suspended or terminated, you may appeal by contacting our support team at info@clarigenai.com

19.10. Modifications to the Guidelines

- **KarmicDD** reserves the right to modify these Community Guidelines at any time. Users will be notified of any significant changes, and the "Effective Date" will be updated to reflect the most recent version.
- Continued use of the platform after any changes constitutes your acceptance of the updated guidelines.

19.11. Contact Information

If you have any questions or need assistance related to these Community Guidelines, please contact our support team at info@clarigenai.com

20. Third-Party Services and API Disclosures

At **KarmicDD**, we strive to provide our users with a seamless and robust experience by integrating third-party services and APIs (Application Programming Interfaces) into our platform. This document outlines the use of third-party services and APIs within our platform, the disclosures required by these third parties, and the responsibilities of both **KarmicDD** and its users.

By using **KarmicDD** and engaging with any third-party services or APIs, you agree to comply with the terms and conditions outlined in this document.

20.1. Third-Party Services and Integrations

KarmicDD integrates various third-party services and tools to enhance our platform's capabilities. These third-party services may include but are not limited to:

- Payment Processing: Services such as Stripe, PayPal, and other payment gateways for processing transactions.
- Cloud Storage and Data Hosting: Services like Amazon Web Services (AWS),
 Google Cloud, and Microsoft Azure for data storage and cloud computing.
- Analytics: Services like Google Analytics, Mixpanel, and other analytics providers to help us track platform performance and user engagement.

- **Email Services**: Platforms such as **SendGrid**, **Mailchimp**, and others for email communications and notifications.
- Al Algorithms and Models: Third-party Al services or models integrated into KarmicDD to perform due diligence and matchmaking tasks (e.g., Google Cloud Al, IBM Watson).

These third-party providers are responsible for their own services, and their integration with the platform is governed by separate terms and conditions that users may be required to accept when engaging with these services.

20.2. API Usage

- **KarmicDD APIs**: We provide APIs that allow users to integrate our platform with their systems. You may use the **KarmicDD** APIs to retrieve data, perform matchmaking, or access other features, subject to compliance with our **Terms of Service** and any applicable rate limits or usage guidelines.
- Third-Party APIs: In addition to our own APIs, KarmicDD may use APIs from third-party services to power certain features. These may include data aggregation, communication tools, or integrations with external platforms. By using the platform, you acknowledge and accept that such third-party APIs are governed by the third-party's terms of use.

20.3. Third-Party API Terms and Risks

- **Compliance**: When interacting with third-party services and APIs through **KarmicDD**, you are bound by the respective third-party terms, conditions, and privacy policies. It is your responsibility to review and accept the relevant third-party terms before using those services.
- Availability and Reliability: KarmicDD makes no guarantee regarding the
 availability, reliability, or performance of any third-party service or API. If a thirdparty service or API is unavailable, we will not be held liable for any service
 disruptions or loss of data.
- **Data Use and Privacy**: Third-party services integrated into **KarmicDD** may collect, store, and process personal data in accordance with their own privacy policies. It is important that you review the privacy policies of these third parties to understand how they handle your data.

- For example, services like Google Cloud AI or IBM Watson may access user data for AI modelling and analysis. Please refer to their respective privacy policies for details on data processing and usage.
- **Service Fees**: Some third-party services may charge additional fees for specific integrations or API calls. It is your responsibility to ensure that you are aware of and agree to any such fees when using those services.

20.4. Responsibilities of Users

- **Proper Use of APIs**: You agree to use any third-party APIs integrated into **KarmicDD** solely for their intended purpose and in compliance with the applicable API documentation, terms of use, and rate limits. Abuse or misuse of the third-party APIs may result in account suspension or termination.
- **Data Input and Output:** You are responsible for ensuring that any data you provide to or receive from third-party services via **KarmicDD** is accurate, lawful, and in compliance with applicable data protection laws, including but not limited to GDPR, CCPA, or any other regional data privacy laws.
- **Security**: You are responsible for securing your API keys, access tokens, and any other credentials used to interact with third-party APIs. Do not share your credentials or keys with unauthorized parties, as this could lead to unauthorized access to your data.

20.5. Termination of Third-Party Services

- **Discontinuation: KarmicDD** reserves the right to discontinue or replace any third-party service or API at its discretion. If a third-party service or API is no longer available or supported, we will notify you, but we will not be held liable for any disruption caused by the discontinuation of that service.
- **User Impact**: If a third-party service or API is discontinued, we will make reasonable efforts to minimize the impact on your experience. However, depending on the integration, some features may no longer be available or require adjustment.

20.6. Third-Party Content

• **Third-Party Links**: The platform may contain links to third-party websites or resources. These links are provided solely for your convenience. **KarmicDD** does

- not control or endorse these third-party websites and is not responsible for their content, privacy policies, or practices.
- **Third-Party Content**: Any content, tools, or resources provided by third parties through the platform are the responsibility of the third parties and may be subject to separate terms and conditions.

20.7. Indemnification and Limitation of Liability

- Indemnification: You agree to indemnify, defend, and hold harmless **CLARIGEN**AI **PRIVATE LIMITED**, its affiliates, officers, directors, and employees from any and all claims, damages, liabilities, costs, and expenses (including legal fees) arising out of your use of third-party services, APIs, or content.
- **Limitation of Liability**: **KarmicDD** is not liable for any direct, indirect, incidental, special, or consequential damages arising from your use of third-party services, APIs, or content.

20.8. Modifications to the Third-Party Services and API Disclosures

 KarmicDD reserves the right to update or modify this Third-Party Services and API Disclosures at any time. Any changes will be reflected by updating the "Effective Date" above. Your continued use of the platform following any changes constitutes your acceptance of the updated disclosures.

20.9. Contact Information

If you have any questions or concerns regarding third-party services, APIs, or disclosures, please contact us at info@clarigenai.com

21. Marketing Consent / Opt-Out Notice

At **KarmicDD**, we value your privacy and strive to provide transparent information about how we communicate with you. This **Marketing Consent / Opt-Out Notice** explains how we obtain your consent to send marketing communications and how you can opt out at any time.

By using **KarmicDD**, you acknowledge that you understand and agree to the practices outlined in this notice.

21.1. Marketing Consent

By providing your contact information and using the services offered by **KarmicDD**, you consent to receive marketing communications from us. These communications may include, but are not limited to:

- Newsletters: Updates on new features, services, and improvements to KarmicDD.
- Promotional Offers: Special deals, discounts, and exclusive offers.
- Product Updates: Information regarding updates, new products, or services.
- **Event Invitations**: Invitations to webinars, workshops, or industry-related events.
- **Surveys & Feedback Requests**: Requests to participate in surveys or provide feedback to help us improve our services.

These marketing communications may be sent via email, SMS, push notifications, or other methods of communication.

21.2. How We Obtain Your Consent

When you create an account, subscribe to a service, or voluntarily provide us with your contact information, you will be asked to explicitly consent to receive marketing communications. This may occur through:

- **Checkbox Consent**: When signing up for services or updates, you may be asked to check a box or opt-in to receive marketing communications.
- **Email Confirmation**: After submitting your contact details, you may receive a confirmation email requesting your consent to receive further marketing materials.

By consenting, you allow **KarmicDD** to send you marketing communications as outlined above.

21.3. Opt-Out / Unsubscribe

You have the right to withdraw your consent and opt-out of receiving marketing communications at any time. If you no longer wish to receive marketing communications from us, you can easily unsubscribe by:

• **Email Unsubscribe Link**: Every marketing email sent by **KarmicDD** will include an unsubscribe link at the bottom. Clicking this link will remove you from our marketing email list.

- Account Settings: You can manage your email preferences or unsubscribe from specific types of communications by logging into your account and updating your notification settings.
- Contacting Us: If you prefer, you can contact us directly at info@clarigenai.com to request that we remove you from our marketing lists.

Please note that opting out of marketing communications will not affect your ability to receive transactional emails, such as service updates, billing information, or security notifications, which are necessary for the proper functioning of your account.

21.4. Impact of Opting-Out

- Marketing Communications: Once you opt out, you will no longer receive promotional emails, newsletters, or offers from KarmicDD.
- **Service-Related Emails**: Opting out of marketing communications does not affect emails necessary for the operation of your account (e.g., password resets, transaction receipts, system updates).

21.5. Third-Party Marketing

In some cases, **KarmicDD** may partner with third-party service providers for joint marketing efforts. These third parties may send marketing communications on behalf of **KarmicDD**. However, your contact information will never be shared with these third parties without your prior consent.

If you do not wish to receive marketing from third-party partners, you can opt-out by following the same unsubscribe procedures or by contacting us directly.

21.6. Data Privacy and Security

We take your privacy seriously. Your personal information, including contact details used for marketing purposes, is handled in accordance with our <u>Privacy Policy</u>. We will never share or sell your personal information to third parties without your explicit consent.

21.7. Modifications to This Notice

KarmicDD reserves the right to modify or update this **Marketing Consent / Opt-Out Notice** at any time. Any changes will be communicated to you through the updated version of this notice, and the "Effective Date" will reflect the most recent version. Your continued use of our services after such changes will indicate your acceptance of the modified terms.

21.8. Contact Information

If you have any questions or concerns regarding marketing communications, consent, or opting out, please contact us at info@clarigenai.com

22. Beta Use Agreement

This **Beta Use Agreement** ("Agreement") is a legal agreement between you ("User" or "You") and **CLARIGEN AI PRIVATE LIMITED**, the provider of **KarmicDD** ("Licensor", "We", "Us", or "Our"). By accessing or using the **KarmicDD** beta version ("Beta Software" or "Beta Service"), you agree to comply with the terms and conditions set forth in this Agreement.

If you do not agree to the terms of this Agreement, you must immediately cease using the Beta Software.

22.1. Beta Version Access

- Access to Beta: You are being granted access to KarmicDD in its Beta phase, which is a pre-release version of the software. The Beta Software is provided to you for the purpose of testing and feedback.
- **Use of Beta Software**: Your use of the Beta Software is subject to the terms of this Agreement. You agree to use the Beta Software solely for testing purposes and not for commercial use.

22.2. License Grant

• Limited License: Subject to the terms and conditions of this Agreement, CLARIGEN AI PRIVATE LIMITED grants you a limited, non-exclusive, non-

transferable license to install, use, and access the Beta Software for the duration of the Beta Testing Period.

- Restrictions: You agree not to:
 - o Modify, reverse engineer, decompile, or disassemble the Beta Software.
 - Use the Beta Software for any purposes other than internal testing and feedback.
 - o Distribute, sublicense, or transfer the Beta Software to any third parties.

22.3. Beta Testing and Feedback

- **Testing Responsibilities**: As a Beta user, you agree to use the Beta Software in accordance with the instructions provided by **CLARIGEN AI PRIVATE LIMITED** and to test the software as reasonably requested by us.
- Feedback: You agree to provide CLARIGEN AI PRIVATE LIMITED with feedback, suggestions, and bug reports related to the Beta Software. You grant CLARIGEN AI PRIVATE LIMITED a non-exclusive, royalty-free, perpetual license to use and incorporate any feedback or suggestions provided by you.
- Confidentiality of Feedback: You acknowledge that the Beta Software and any
 feedback you provide are confidential and proprietary to CLARIGEN AI PRIVATE
 LIMITED. You agree not to disclose the Beta Software or any feedback to third
 parties without the prior written consent of CLARIGEN AI PRIVATE LIMITED.

22.4. Beta Software Limitations

- **Pre-release Software**: The Beta Software is still in development and may contain bugs, errors, or other issues. You understand that the Beta Software may not function as expected, and it may not be fully supported or stable.
- No Warranty: CLARIGEN AI PRIVATE LIMITED makes no representations or warranties regarding the functionality, stability, or performance of the Beta Software. The Beta Software is provided "as-is," and we make no guarantees that it will be free from defects or issues.

22.5. Term and Termination

• **Term**: This Agreement will remain in effect for the duration of the Beta Testing Period or until terminated by either party.

- Termination by Licensor: CLARIGEN AI PRIVATE LIMITED may terminate this Agreement and your access to the Beta Software at any time, with or without cause. Upon termination, you must immediately cease using the Beta Software and uninstall it from your devices.
- **Termination by User**: You may terminate this Agreement by ceasing to use the Beta Software and notifying **CLARIGEN AI PRIVATE LIMITED** of your decision.
- **Post-Termination**: Upon termination, all licenses granted to you under this Agreement will immediately terminate, and you must promptly delete or destroy all copies of the Beta Software.

22.6. Privacy and Data Usage

- Data Collection: During the Beta Testing Period, CLARIGEN AI PRIVATE LIMITED
 may collect data regarding your use of the Beta Software to improve its
 functionality. By participating in the Beta, you consent to the collection of such
 data.
- **Confidential Information**: You agree to treat any information regarding the Beta Software as confidential and not disclose it to any third parties.

22.7. Limitation of Liability

- No Liability for Issues: You understand that the Beta Software may not be fully
 functional and may contain errors or bugs. CLARIGEN AI PRIVATE LIMITED is not
 liable for any direct, indirect, incidental, special, or consequential damages,
 including data loss, arising from your use of the Beta Software.
- No Guarantees: CLARIGEN AI PRIVATE LIMITED does not guarantee that the Beta Software will meet your requirements or that it will be free of defects, interruptions, or errors.

22.8. Indemnification

You agree to indemnify, defend, and hold harmless **CLARIGEN AI PRIVATE LIMITED**, its affiliates, employees, agents, and licensors from and against any claims, damages, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of or in connection with your use of the Beta Software, your feedback, or your breach of this Agreement.

22.9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **India**, without regard to its conflict of law principles. Any disputes arising from this Agreement shall be resolved in the courts located in **Gurugram**.

22.10. No Transfer of Rights

You may not assign or transfer any rights or obligations under this Agreement without the prior written consent of **CLARIGEN AI PRIVATE LIMITED**. This Agreement is not intended to grant any rights to third parties.

22.11. Modification of Agreement

CLARIGEN AI PRIVATE LIMITED reserves the right to modify or update this Agreement at any time. Any changes will be communicated to you, and the updated version of this Agreement will be available for your review. Your continued use of the Beta Software after such changes will constitute your acceptance of the modified terms.

22.12. Contact Information

If you have any questions or concerns regarding this Agreement, please contact us at info@clarigenai.com

23. Account Deletion and Data Portability Policy

At **KarmicDD**, we prioritize your privacy and data protection rights. This **Account Deletion and Data Portability Policy** explains how you can request the deletion of your account, how we handle data portability requests, and the steps involved to ensure the secure handling of your data.

By using **KarmicDD**, you acknowledge and agree to the terms outlined in this policy.

23.1. Account Deletion

• **User-Initiated Deletion**: You have the right to delete your **KarmicDD** account at any time. To request account deletion, please follow these steps:

- Login to your Account: Access your account settings and find the "Delete Account" option.
- Contact Us Directly: Alternatively, you can contact our support team at <u>info@clarigenai.com</u> with the subject line "Account Deletion Request," and we will assist you in deleting your account.
- **Data Retention and Deletion**: Once you request account deletion, we will begin processing the deletion of your account and any associated data. Please note:
 - Immediate Deletion: For most cases, your account will be deleted promptly, and you will lose access to all services associated with your account.
 - Data Retention Period: Some data, such as transaction records or data required for legal compliance, may be retained for a specific period as outlined in our Privacy Policy.
 - Final Confirmation: After your account is deleted, you will receive a confirmation email acknowledging the deletion.
- Impact of Deletion: Deleting your account will result in the following:
 - o Loss of access to any premium features or services.
 - Erasure of most personal data associated with your account, including any reports, documents, or other content you have stored.
 - Any pending transactions, active subscriptions, or ongoing processes may be affected or cancelled.

23.2. Data Portability

KarmicDD allows you to request a copy of your personal data in a machine-readable format for the purpose of transferring it to another service provider. This is known as **data portability**.

Requesting Data Portability:

- To request a copy of your data, you must contact us via email at info@clarigenai.com with the subject line "Data Portability Request."
- Once your request is received, we will respond within 7 days and provide you with a machine-readable copy of your data, including:
 - Account information (e.g., profile data, preferences).

- Data related to your use of our services, such as reports, due diligence results, and match data.
- Format of Data: The data will be provided in a standard format such as CSV or JSON, which can be easily transferred to another platform that supports data importation.
- **Limitations**: Data portability requests are subject to the following limitations:
 - o If your data is part of ongoing investigations or legal proceedings, it may not be available for transfer.
 - Data not related to your personal use, such as aggregated, anonymized, or backup data, may not be included in the portability request.
- **Third-Party Data**: If your data includes information about third parties (e.g., investors, startups), you are responsible for ensuring that you have permission to transfer this data.

23.3. Data Retention and Backup

- **Data Retention After Deletion**: Upon successful account deletion, we will retain certain data to comply with legal obligations, resolve disputes, and enforce agreements as per our <u>Privacy Policy</u>. Any backup copies of deleted data will be erased after a retention period of **7 days**.
- **Backup Copies**: If you have any data stored in backups (e.g., cloud storage), please note that copies may be retained for the period it takes to fully remove the data from backups, which may not be immediate.

23.4. Data Security During Deletion and Portability

- **Secure Handling**: All personal data, including during the deletion and portability processes, will be handled securely, following the same data protection measures used during regular operations.
- Authentication: To protect your privacy, we may require you to authenticate your identity before processing account deletion or data portability requests. This may include verifying your email address, account credentials, or other information to confirm your identity.

23.5. Third-Party Service Providers and Data Portability

If your personal data includes data linked to third-party service providers (e.g., payment processors or cloud services), data portability may involve coordination with those third parties. While **KarmicDD** will assist in transferring your data where applicable, we cannot control how third-party service providers handle or store data once it is transferred.

23.6. Legal Requirements and Data Deletion

While we aim to delete personal data upon your request, we may be required to retain certain information to comply with legal obligations, resolve disputes, or fulfil contractual obligations. This includes:

- Compliance with financial or tax reporting requirements.
- Legal obligations related to fraud prevention and dispute resolution.
- Data retention for legal claims, investigations, or regulatory inquiries.

Any retained data will only be used for the purposes specified above and will not be used for marketing or other unrelated purposes.

23.7. Modifications to This Policy

KarmicDD reserves the right to modify or update this **Account Deletion and Data Portability Policy** at any time. Any changes will be communicated to you, and the "Effective Date" will reflect the most recent version of the policy. Continued use of the platform after such changes constitutes your acceptance of the modified policy.

23.8. Contact Information

If you have any questions or concerns regarding account deletion, data portability, or this policy, please contact us at info@clarigenai.com

24. User-Generated Content Moderation Policy

At **KarmicDD**, we believe in fostering a supportive and professional environment where users can share content that is relevant, constructive, and respectful. This **User-Generated Content (UGC) Moderation Policy** outlines the guidelines and procedures for moderating content submitted by users on our platform, including posts, feedback, comments, and any other content shared.

By using **KarmicDD**, you agree to comply with this policy and acknowledge that failure to adhere to these guidelines may result in content removal or other actions as outlined below.

24.1. Scope of User-Generated Content

KarmicDD allows users to submit, upload, or share content, which includes but is not limited to:

- **Profiles**: Startups, investors, and other user profile data.
- Feedback and Reviews: User comments, feedback, or ratings on services or features.
- Posts and Articles: User-generated content such as blog posts, articles, or updates.
- Messages and Comments: Any text, media, or content submitted through forums, discussion areas, or direct messaging systems.

We encourage users to engage positively, share valuable insights, and build a collaborative community. However, all user-generated content must comply with the following guidelines to maintain a safe and constructive environment.

24.2. Content Moderation Guidelines

KarmicDD strives to ensure that user-generated content is professional, relevant, and respectful. Content posted on the platform should adhere to the following guidelines:

- Respect and Professionalism: Content should be respectful, professional, and contribute to meaningful discussions. Offensive, abusive, or defamatory content will not be tolerated.
- Accuracy and Relevance: Content should be accurate and relevant to the platform's purpose of connecting startups with investors and fostering business growth. Misinformation, spamming, or irrelevant content will be flagged.
- Non-Discriminatory: Content should not promote discrimination based on race, gender, sexual orientation, religion, or any other protected characteristic. We are committed to inclusivity and diversity.
- No Harassment or Bullying: Harassment, threats, or bullying of any kind will result in immediate action, including removal of the content and potential suspension of the user's account.

- No Promotion of Harmful Activities: Content that encourages illegal activities, scams, fraud, or anything that may harm individuals or organizations is strictly prohibited.
- Intellectual Property: Users must ensure that any content they post does not infringe upon the intellectual property rights of others, including copyrighted materials, trademarks, or patents.

24.3. Content Review and Moderation Process

KarmicDD employs a combination of automated and manual content moderation techniques to ensure compliance with our policies:

- Automated Filtering: Our platform uses automated systems to detect and flag
 potentially harmful content, including offensive language, spam, and
 inappropriate behaviour. Content flagged by the system will be reviewed by our
 moderation team.
- **Manual Review**: Our moderation team will manually review flagged content to assess its compliance with our guidelines. Content that violates our policies will be removed, and the user will be notified of the action taken.
- **User Reporting**: Users can report content that they believe violates our policies. Reports are reviewed promptly, and appropriate actions are taken.

24.4. Actions for Policy Violations

If a user submits content that violates the guidelines set forth in this policy, **KarmicDD** may take the following actions:

- **Content Removal**: Content that violates the policy will be removed from the platform. The user will be notified about the removal and the reason for the action.
- **Account Warnings:** Repeated violations may result in warnings being issued to the user. Warnings will outline the nature of the violation and provide guidance on how to comply with our content guidelines.
- **Temporary Suspension**: For severe or repeated violations, the user's account may be suspended to prevent further misconduct.
- Permanent Ban: In cases of serious violations, including illegal activity or repeated abuse, KarmicDD reserves the right to permanently ban the user from the platform.

24.5. Reporting User-Generated Content

If you encounter content on **KarmicDD** that violates our guidelines, we encourage you to report it through the following steps:

- Click the "Report" button or link available next to the content.
- Select the reason for the report (e.g., harassment, spam, offensive language).
- Provide any additional details or context that may help the moderation team in reviewing the content.

Reports will be reviewed promptly, and appropriate actions will be taken based on the severity of the violation.

24.6. Appeals Process

If you believe that your content was wrongfully removed or that you were unfairly penalized for a violation:

- You may appeal the decision by contacting our support team at info@clarigenai.com.
- Provide the content details, the reason for your appeal, and any relevant context to support your case.
- Appeals will be reviewed by our moderation team, and a final decision will be communicated to you.

24.7. Changes to This Policy

KarmicDD reserves the right to modify or update this **User-Generated Content Moderation Policy** at any time. Any changes will be communicated to users by updating the "Effective Date" above. Continued use of the platform after such changes constitutes your acceptance of the modified policy.

24.8. Contact Information

If you have any questions or concerns about this policy, or if you would like to report an issue related to user-generated content, please contact us at info@clarigenai.com