

TERMS OF USE

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1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Xalchemyst Technologies Private Limited, doing business as (“**Company**” “we,” “us,” or “our”), concerning your access to and use of the <https://getalchemystai.com/> website as well as any other media form (collectively, the “Site”). We are registered in India and have our registered office 3rd Floor, Flat 3/A, 20 P C Ghosh Road, Patipukur, North 24Parganas, Patipukur, West Bengal, India, 700048. You agree that by accessing the website, you have read, understood, and agreed to be bound by all of these Terms of Use. If you do not agree with all of these terms of use, then you are expressly prohibited from using the site and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “**Last updated**” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Website is owned and operated by Xalchemyst Technologies Private Limited. We have been incorporated under the Companies Act, 2013 under CIN U62011WB2024PTC270934 having its registered office at 3rd Floor, Flat 3/A, 20 P C Ghosh Road, Patipukur, North 24Parganas, Patipukur, West Bengal, India, 700048.

Our artificial intelligence platform enables the business by providing products/services which helps them in automating various business processes like sales automation, marketing automation, communication, software development, technology platforms, cloud-based platforms, data storage, web designing, Information Technology, database, IT tools and information products, web and mobile application development, lead generation, user interface solutions.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the India, international copyright laws, and international conventions. The

Content and the Marks are provided on the Site “Alchemyst AI” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. USER REGISTRATION

Our platform does not require any User Registration. For the purpose of submitting of information, any user can submit the information through Alchemyst Website. By agreeing to the Terms, you agree to receive promotional, transactional or other communications, and newsletters from the Company. You can opt out from such communications and/or newsletters by using or clicking the link for the opt out options as available in such communications.

As part of the process for usage and access of the Alchemyst Website, the Company may collect your personally identifiable information/ preferences, including but not limited to name, email address, age, address, mobile phone number, and other contact details, demographic profile (like your age, gender, occupation, education, address etc). Information so collected is subject to the Company’s Privacy Policy.

5. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

- Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

6. LICENSE AND ACCESS

Subject to the provisions set out in these Terms, the Company grants you a personal, limited, non-exclusive, non-transferable and revocable license to access (for personal use only) the Alchemyst Website and avail the Services, only as expressly permitted in these Terms.

Such limited license does not include/permit any resale or commercial use of the Alchemyst Website or its contents; any collection, use or derivative use of the Website, its contents, any product listings, descriptions, or prices; any downloading or copying of information for the benefit of another third party; or any use of data mining, robots, or similar data gathering and extraction tools.

You hereby agree and undertake not to use, host, display, upload, modify, publish, transmit, update or share any information/ content/ message/ language/ document (including pursuant to gifting services/ printing services/ orders to be delivered to someone else-3rd party recipients/ messages to be delivered along with the order) (whether in writing or otherwise while communicating on the Alchemyst AI Platform including but not limited to communicating with our support agents or delivery partners, through any medium) which (“Prohibited Conduct”):

- Belongs to another person and to which you do not have any right or full rights;
- Is harmful, threatening, abusive, indecent, discriminatory, tortious, vulgar, profane, harassing, blasphemous, defamatory, problematic, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise offensive, objectionable, menacing, inappropriate or unlawful in any manner whatever;
- Contains material that violates the standards of the Services;
- Accuses others of illegal activity, or describes physical confrontations;
- Attempts to impersonate another person or entity;
- Disguises or attempts to disguise the origin of your messages, content, including but not limited to by: (a) submitting your content under a false name or false pretences; or (b) disguising or attempting to disguise the IP address from which your content is submitted;
- Harms minors in any way;
- Infringes any patent, trademark, copyright or another proprietary/intellectual property right;
- Violates any applicable law and/ or may result in a civil/ criminal liability;
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

- Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- Is misleading or known to be false in any way; and/ or
- Attempts to do any of the foregoing.

You acknowledge that the company has no obligation to monitor your – or anyone else's – access to or use of the Services for violations of the terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Services (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes), to ensure your compliance with the terms and to comply with applicable law or the order or requirement of legal process, a court, consent decree, administrative agency or other governmental body.

Any and all liability arising out of or relating to violation of these Terms including in relation to the aforesaid information/ content/ message is your sole and absolute responsibility, and not of the company.

Alchemyst Website or any portion of the Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express prior written consent of the company.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Website or of the company and/or its group companies/ affiliates without the express prior written consent of the company.

You may not use any meta tags or any other “hidden text” utilizing the company’s name or trademarks without the express prior written consent of the company.

You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, ‘password mining’ or any other illegitimate means.

7. SOCIAL MEDIA

As part of the functionality of the *Alchemyst AI*, you may link your account with online accounts you have with third-party service providers (each such account, a “Third-Party Account”) by either: (1) providing your Third-Party Account login information through the Site; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-

Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Site via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Site. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Site. You will have the ability to disable the connection between your account on the Site and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. You can deactivate the connection between the Site and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

8. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the *Alchemyst AI* ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

9. THIRD-PARTY WEBSITE AND CONTENT

The *Alchemyst AI* may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of,

linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the *Alchemyst AI* or relating to any applications you use or install from the *Alchemyst AI*. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

10. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the *Alchemyst AI* for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

11. PRIVACY POLICY

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms of Use. Please be advised the Site is hosted in India. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in India, then through your continued use of the Site, you are transferring your data to India, and you agree to have your data transferred to and processed in India.

12. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the *Alchemyst AI* infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the *Alchemyst AI* infringes your copyright, you should consider first contacting an attorney.

13. TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the *Alchemyst AI*. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE *ALCHEMYST AI* (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE *ALCHEMYST AI* OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

14. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the *Alchemyst AI* at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our *Alchemyst AI*. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the *Alchemyst AI*.

We cannot guarantee the *Alchemyst AI* will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the *Alchemyst AI*, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the *Alchemyst AI* at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the *Alchemyst AI* during any downtime or discontinuance of the *Alchemyst AI*. Nothing in these Terms of Use will be construed to obligate us to maintain and support the *Alchemyst AI* or to supply any corrections, updates, or releases in connection therewith.

15. GOVERNING LAW

These Terms shall be governed by and defined following the laws of India. XALCHEMYST TECHNOLOGIES PRIVATE LIMITED and yourself irrevocably consent that the courts of India shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

16. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us

(individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least Forty-Five (45) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute or claim under the Terms of Use shall be referred to and finally and exclusively resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held at West Bengal and all proceedings in any such arbitration shall be conducted in English. There shall be 3 (three) arbitrators (“Arbitrators”), all of whom shall be fluent in English. Within thirty 30 (thirty) Days of the reference of the dispute to arbitration, the Party raising the dispute and making the reference to arbitration shall appoint one Arbitrator and the other Party shall appoint the other Arbitrator. The third Arbitrator shall be appointed by the 2 (two) appointed Arbitrators. The arbitral award shall be final and binding upon the parties. The Parties shall equally bear the costs and expenses for the conduct of the arbitration proceedings, however; each Party shall bear their own legal expenses.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

17. CORRECTIONS

There may be information on the *Alchemyst AI* that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the *Alchemyst AI* at any time, without prior notice.

18. DISCLAIMER

THE *ALCHEMYST AI* IS PROVIDED ON AN [HTTPS://GETALCHEMYSTAI.COM/](https://getalchemysta.com/) AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE *ALCHEMYST AI* SOFTWARE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE *ALCHEMYST AI* AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE *ALCHEMYST AI* AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE *ALCHEMYST AI*, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE *ALCHEMYST AI*, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE *ALCHEMYST AI* BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE *ALCHEMYST AI*. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE *ALCHEMYST AI*, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

19. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE *ALCHEMYST AI*, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING SUBJECT TO A MAXIMUM AMOUNT OF INDIAN RUPEES ONE LAKH. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR

LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the *Alchemyst AI*; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the *Alchemyst AI* with whom you connected via the *Alchemyst AI*. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

21. USER DATA

We will maintain certain data that you transmit to the *Alchemyst AI* for the purpose of managing the performance of the *Alchemyst AI*, as well as data relating to your use of the *Alchemyst AI*. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the *Alchemyst AI*. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the *Alchemyst AI*, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the *Alchemyst AI*, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE *ALCHEMYST AI*.** You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23. MISCELLANEOUS

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In order to resolve a complaint regarding the *Alchemyst AI* or to receive further information regarding use of the *Alchemyst AI*, please contact us at:

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