

Terms of Use

Updated on October 10, 2023

Welcome to Apurva! (“**Apurva**”) Apurva is an open innovation platform powered by Artificial Intelligence (AI) technologies, enabling social change leaders to amplify the collective wisdom of their networks. Apurva is created and maintained by EkStep Foundation (the “**Foundation**”), a Section 8 company registered under the Indian Companies Act 2013, having its office at No. 85, 7th Cross, Koramangala 4th Block, Bengaluru 560034.

Before using Apurva, please take a moment to read and understand these Terms of Use (“**Terms**”). The terms ‘you’, ‘your’ refer to anyone who accesses or uses Apurva. The terms ‘we’, ‘us’, ‘our’ refer to the Foundation.

By accessing or using Apurva, including our application programming interface, software, tools, data, documentation, and website, you agree to abide by these Terms, as may be amended from time to time. If you do not agree with any part of these terms, please refrain from using Apurva.

1. What does Apurva do?

- a. **Apurva** offers a transformative suite of capabilities designed to amplify collective wisdom, facilitating an organization's problem-solving and decision-making capabilities.
- b. **Purpose:** Apurva is made available to you as a prototype, with the explicit purpose of empowering your organization's efforts in solving social problems by harnessing the collective wisdom of your organisation's networks and ecosystem. Intended for use as a digital public good, Apurva is made available to you free of charge.
- c. **Knowledge creation:** Upon logging into Apurva, you can:
 - i. **Contribute knowledge:** Apurva generates insights from virtual and in-person interactions. You can unbundle and re-bundle these insights across your ecosystem as you see fit.
 - ii. **Knowledge sources:** Apurva generates insights from a range of sources including human-to-human interactions (via audio recordings or audio files including podcasts or webinars), documents including text files, PDFs, presentations, audio and video files, and any other relevant formats supported (“**Knowledge Source/s**”). You can provide Apurva with access to the Knowledge Source by either recording human interactions or uploading Knowledge Sources to Apurva.
- d. **Insight consumption:** Apurva attempts to simplify value consumption within your organization:
 - i. **Inquiry and Response:** Apurva's querying interface can be used to ask questions in order to receive responses encompassing insights,

- summaries, and questions, all linked to the Knowledge Source, thereby ensuring transparency and credibility.
- ii. **Real-time insights:** Apurva possesses the capability to provide insights in real-time, when activated in human-to-human interactions, allowing you to access immediate and pertinent wisdom.

2. Organisational Users and Users

- a. **Definition of Organisational User:** In these Terms, the term ("**Organisational User**") refers to an entity that is dedicated to addressing social problems and is interested in using Apurva. An Organisational User may include, but is not limited to, government departments, organisations; both for and non-profit, educational institutions, research entities, and other similar entities. An Organisational User is granted access to Apurva and is provided with a designated number of login credentials for their Users, as mutually agreed upon.
- b. **Definition of User:** ("**User**") refers to a natural person who is authorised by an Organisational User to access and use Apurva on behalf of the Organisational User and includes an Administrator (Super User), Knowledge Contributor and Consumer.
- c. **Roles and responsibilities:** Within an Organisational User, the following distinct roles and responsibilities may be assigned:
 - i. **Administrator (Super User):** The Administrator, also called the Super User, holds a pivotal role within the Organisational User. The Super User is responsible for managing the Organisational User's usage of Apurva, including but not limited to:
 - 1. **User Management:** Administering and overseeing User access, roles, and permissions within the Organisational User.
 - 2. **Policy Implementation:** Ensuring that all Users adhere to these Terms and any additional internal policies set by the Organisational User.
 - 3. **Dispute Resolution:** Handling disputes, violations, or concerns related to Apurva usage within the Organisational User and its network.
 - ii. **Knowledge Contributor:** A Knowledge Contributor is a user who actively contributes knowledge, information, and resources to the Apurva platform. The Knowledge Contributor plays a crucial part in enriching the collective wisdom of the Organisational User's ecosystem, by:
 - 1. **Uploading Knowledge Sources:** Recording and/or uploading knowledge, information, and relevant resources to the Apurva platform for analysis and insight generation.
 - 2. **Permissions and Authorizations:** Acquiring all required permissions and authorizations to record interactions and/or upload Knowledge Sources to Apurva. By recording and/or uploading Knowledge Sources to Apurva, Users must ensure that

- they do not infringe upon the rights of any individuals or entities, including right to privacy & intellectual property rights
3. **Compliance:** Adhering to these Terms and all applicable laws, regulations, and ethical standards.
 4. **Privacy and Data Security:** Ensuring that Apurva is not used to transmit or upload Personally Identifiable Information (PII), Sensitive Personal Data or Information (SPDI) or confidential information, without appropriate permissions and consents.
3. **Consumer:** A Consumer is a User within the Organisational User who utilizes Apurva for specific purposes, including:
1. **Making Queries:** Engaging with Apurva's chat interface to seek answers, insights, and information from the collective knowledge pool.
 2. **Generating Insights:** Leveraging Apurva's capabilities to generate insights based on queries and interactions.
- b. The roles of Administrator (Super User), Knowledge Contributor, and Consumer may be assigned to different individuals within the Organisational User based on their responsibilities and expertise. It is important to note that each User, regardless of role, is bound by these Terms and is responsible for adhering to the terms, policies, and guidelines set forth herein.

4. Your Use and Access of Apurva

- a. **Eligibility and Authorization:** By accessing and using Apurva, you affirm and warrant that you possess the legal capacity to enter into and be bound by contract, you are duly authorized to agree to these Terms on behalf of the Organisational User, and that these Terms are legally binding upon them and you.
- b. **Commencement:** Apurva is offered to an Organisational User as a prototype, and will be made available to its Users for a limited period, as mutually agreed upon. These Terms will take effect upon account creation, and remain in effect until the Organisational User is using the instance of Apurva maintained by the Foundation.
- c. **Account Credentials and Security:** To access Apurva, you are required to log in using the account credentials (including but not limited to a user name and password) issued to you by the Foundation. It is your responsibility to maintain the confidentiality of your account credentials and to monitor and take responsibility for any and all activities carried out using your account. Sharing your access credentials with individuals outside your organization is strictly prohibited, and you will be held accountable for any unauthorized use of your account. In case of suspected unauthorized account activity, you must promptly notify us.
- d. **Compliance and Usage:** You are granted the non-exclusive right to access and utilize Apurva solely in accordance with these Terms and in compliance with all

relevant laws and regulations. Any use of Apurva must align with its intended purpose and not violate any local, national, or international laws.

- e. **Feedback and Suggestions:** We highly value your feedback. Should you choose to provide feedback, comments, ideas, proposals, or suggestions for improving Apurva, you acknowledge that we may utilize this input to enhance the platform.
- f. **Usage Restrictions:** When you use Apurva, you join a vast community of change leaders using Apurva which involves a certain level of trust. Users are expected to respect that trust and be responsible about their usage of Apurva. When accessing and using Apurva, you shall refrain from activities including but not limited to the following:
 - i. Transmitting any Personally Identifiable Information (PII) or Sensitive Personal Data or Information (SPDI);
 - ii. Engaging in activities that infringe upon, misappropriate, or violate the intellectual property rights, privacy, or any other rights of any individual or entity;
 - iii. Falsely representing that outputs generated by Apurva are of human origin when they are not;
 - iv. Uploading, sharing, or promoting any content that is offensive, discriminatory, defamatory, libelous, unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
 - v. Using Apurva in any manner that is harmful to minors, or in any manner that violates these Terms;
 - vi. violating any local, state, national, or international law, regulations, or ethical standards;
 - vii. Impersonating another person or entity, or falsely claiming an affiliation with any person or entity, or accessing the Apurva accounts of others without authorisation;
 - viii. Interfering with the proper functioning of Apurva or attempting unauthorized access to Apurva's systems or networks;
 - ix. Uploading or distributing any viruses, malware, or other malicious code;
 - x. Using Apurva for any illegal, fraudulent, or malicious activities;
 - xi. Violating any other Usage Policies that may be communicated to you periodically.
- g. **Third-party Software and Services:** Any use of third-party software, services, or products in conjunction with Apurva is governed by the terms provided by

those third parties. We hold no responsibility for third-party products and their associated terms.

5. Intellectual Property

- a. **Rights to Content:** You can provide input to Apurva in the form of Knowledge Sources and queries ("**Input**") and receive insights generated by Apurva based on the Input ("**Output**"). Input and Output together are referred to as ("**Content**"). It is your sole responsibility to ensure that any Input you provide to Apurva complies with applicable law, regulations, and our policies. By contributing Input, you affirm that you hold the necessary rights, permissions, and authorizations to do so. Subject to your compliance with these Terms, the Foundation hereby assigns to you all its right, title and interest in and to Output. This means you can use Content for any purpose, including commercial purposes, if you comply with these Terms. The Foundation may use Content to provide and maintain Apurva's services, comply with applicable law, and enforce our policies. You are responsible for Content, including for ensuring that it does not violate any applicable law or these Terms.
- b. **Consent to Contribute Knowledge:** By utilizing Apurva's services, you consent to contribute Input, with the explicit purpose of generating insights through the Apurva platform. You acknowledge and agree that Apurva's ability to provide you with insights hinges upon the Input shared, and you grant Apurva the necessary rights to process and utilize this Input for the intended purpose of insight generation. This consent is integral to the nature of the service that Apurva provides.
- c. **Accuracy.** Artificial intelligence and machine learning are rapidly advancing fields of study. We continuously strive to improve the accuracy, reliability, safety, and usefulness of Apurva. However, given the probabilistic nature of machine learning, the use of Apurva may occasionally result in incorrect Output. It is advisable to evaluate the accuracy of any Output based on your specific use case, including conducting human review of the Output
- d. **Trademarks and Logos:** All trademarks, service marks, logos, and branding displayed on Apurva are the property of their respective owners. You may not use, reproduce, or modify any trademarks or logos without the express permission of the respective owners.
- e. **No Transfer of Ownership:** Nothing in these Terms shall be construed as transferring ownership of Apurva, its technology, or its underlying intellectual property to you or any Organisational User.

6. Privacy and Security

- a. **Protection of Personally Identifiable Information (PII):** you shall ensure that no personally identifiable information of individuals (described below) is shared with the Foundation nor provided on any instance of Apurva that is maintained by the Foundation. ("**Personally Identifiable Information**") shall mean any information that relates to a natural person, which, either directly or indirectly, in

combination with other information available, is capable of identifying such person, and includes name, address, email ID, phone number, mobile number, any identification number including unique identifiers (Aadhaar, Passport, Driving License, Election Id card etc.), passwords, financial information such as bank account or other payment instrument details, physical, physiological and mental health condition, sexual orientation, medical records and history, biometric information.

- b. **Responsibility for Security:** Organisational Users are required to implement reasonable and appropriate security measures in accordance with industry best practices, such as ISO/IEC27001 (Information Security Management System), and the regulations prescribed by the relevant Indian authorities, including but not limited to the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, to safeguard your access to and usage of Apurva. In the event that any vulnerabilities or breaches related to Apurva usage are discovered, you are obligated to promptly inform the Foundation and provide detailed information about the vulnerability or breach.
- c. **Handling of Content:** Our employees, contractors, subcontractors, vendors or service providers, may have access to your Content, including providers of hosting services, cloud services, and other information technology services providers, email communication software, and web analytics services, among others. Pursuant to our instructions, these parties will access, process, or store your information only in the course of performing their duties to us
- d. **Technical and Organisational Security Measures:** We implement appropriate and reasonable technical and organizational measures designed to secure Content from accidental loss and unauthorized access, use, alteration or disclosure. While we strive to ensure the security of Content, please be aware that no method of transmission over the internet or electronic storage is 100% secure. Therefore, we cannot guarantee absolute security.

7. Indemnification; Disclaimers of Warranty; Limitation of Liability

- a. **Indemnity:** You hereby indemnify, defend and hold harmless the Foundation and all of our trustees, advisors, officers, employees, coordinators, owners, agents, information providers, affiliates, licensors and licensees (collectively, the “**Indemnified Parties**”) from and against any and all liability and costs, including, without limitation, reasonable attorneys’ fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms. You shall cooperate as fully as reasonably required in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.
- b. **DISCLAIMER:** APURVA IS PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE

NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO APURVA, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT YOUR USE OF APURVA WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED. WHILE WE HAVE SAFEGUARDS IN PLACE, APURVA MAY OCCASIONALLY GENERATE INCORRECT OR MISLEADING INFORMATION AND PRODUCE OFFENSIVE OR BIASED CONTENT. APURVA IS NOT INTENDED TO GIVE ADVICE, PROVIDE OPINIONS, OR SHARE INFORMATION BEYOND ITS PROGRAMMING.

- c. **Limitation of Liability:** We strive to provide a reliable and accurate resource, but we cannot guarantee uninterrupted access or error-free operation. Therefore, we shall not be held liable for any damages or losses arising from the use or inability to use Apurva. In no event shall we be liable for any indirect, incidental, consequential, or punitive damages related to the use of Apurva.

8. Modifications and Termination

- a. We reserve the right to modify or terminate Apurva or any part thereof at any time without prior notice.
- b. We may also modify these Terms from time to time. It is your responsibility to review the updated Terms. By continuing to use Apurva after any modifications, you agree to be bound by the revised Terms.

9. Governing Law and Dispute Resolution

- a. These Terms shall be governed by and construed in accordance with the laws of India. Disputes, if any, will be resolved amicably failing which the same will be compulsorily referred to a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The venue and seat of arbitration shall be Bengaluru, India. The arbitration shall be conducted in the English language.
- b. Subject to the above, any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts in Bengaluru, India.

10. General Terms

- a. These Terms do not create a partnership, joint venture or agency relationship between you (or the Organisational User you represent) and the Foundation or any of its affiliates. The Foundation and you are independent contractors and neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.
- b. Both the Organisational User and the Foundation mutually agree to allow the use of their respective logos and trademarks on their websites and within their networks, provided that strict adherence to the provided usage guidelines,

specifications and instructions governing the use of such logos, trademarks, and branding elements is maintained. Any unauthorized use or deviation from the specified guidelines will be considered a breach of These Terms.

- c. If any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that most closely aligns with the intent of the original provision.
- d. Please contact us at contact@apurva.ai if you have any questions or concerns regarding the Terms. We appreciate your cooperation and hope you enjoy engaging with Apurva!