

TERMS AND CONDITIONS

The terms "We" / "Us" / "Our"/"Company"/"The Company" individually and collectively refer to Spike Club Internet Private Limited and the terms "Visitor" or "User" refer to the users. The terms "Website", "App", "Kamai" individually and collectively refer to the Kamai.app website and Kamai mobile apps on Android and iOS platforms. This page states the Terms and Conditions under which you (Visitor) may visit this website ("Website"). Please read this page carefully. If you do not accept the Terms and Conditions stated here, we would request you to exit this site. The business, any of its business divisions and / or its subsidiaries, associate companies or subsidiaries to subsidiaries or such other investment companies (in India or abroad) reserve their respective rights to revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to re-appraise yourself of the Terms and Conditions, because they are binding on all users of this Website.

Eligibility

To register for an account you must be at least 13 years old. To subscribe and make payments you must be at least 18 years old or have your parent's permission. If you know a user is under the age of 13, please report them to us at legal@kamai.app.

User Conduct

- Abuse - Don't harass or bully others, or promote violence or hatred towards others.
- Content Sharing – Distributing a creator's content without explicit permission can expose you to legal litigation from the creator.
- Data Mining - Don't crawl, scrape or otherwise index information on Kamai without our explicit permission.
- Endorsement - Don't claim endorsement by Kamai without our prior written approval.
- Fraud - Don't post information that is false or otherwise misleading.
- Impersonation - Don't impersonate anyone. Don't use another's account, or allow others to use your account.
- Intellectual Property - Don't infringe on others' intellectual property rights.
- Illegal Activities - Don't break the law or encourage others to break the law.
- Malware - Don't use Kamai to host or distribute, malicious or destructive software.
- Personal Information - Don't distribute others' personal information or otherwise abuse it. Creators with access to their users' personal information should not use it for anything unrelated to Kamai.
- Reverse Engineering - Don't take apart Kamai to figure out our secret sauce. If you want to know just get in touch with us at legal@kamai.app.
- Service Degradation - Don't degrade others' use of Kamai.
- Spam - Don't spam others or distribute unsolicited advertising material.
- Username Squatting - Don't create an account to prevent others from using the name or to sell the name.

Creator Conduct

Creators can launch a service that users can subscribe or purchase their content from. You appoint us as your agent to collect and process payments on your behalf, and any commission fee if applicable for payments made towards your service. You are responsible for any taxes you owe based on the payments you receive. You must also follow our rules about content.

To become a creator, you can simply launch a service.

If you create a service that publishes what may constitute "financial advice" that is targeted towards Indian audience, you understand and agree that if you are not registered (or exempt from registration) with the Securities and Exchange Board of India ("SEBI") as an investment adviser under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 ("IA Regulations"), information published by you on Kamai is at your own risk and you alone will be liable for any actions arising pursuant to publishing such information.

As your agent, our receipt of funds from a user on your behalf is the same as receipt of funds by you directly, and you will only have recourse against us, and not against any user, for any failure by us to settle funds to you. We try to provide timely access to your funds, but you may occasionally experience delays in accessing your funds. We may also block or hold payments for violations of the terms or compliance reasons, including collecting tax reporting information. When payments are delayed or blocked we try to communicate the reasons to you promptly. In order to protect creators and users, we may block users' payments if we believe them to be fraudulent.

Our standard commission structure is 1% of the payments made towards your service or content + 2% towards payment gateway charges. If you have a separate agreement made via a Kamai sales agent, kindly refer to that for the exact commission amount. Our fee to process transactions on your behalf may vary on a case to case basis depending on purchase or payment channel.

We do not handle most tax payments, but we collect tax identification information and report this to tax authorities as legally required. You are responsible for reporting any taxes.

CONTENT RESTRICTIONS

We restrict some types of content. You cannot:

- Create any content depicting explicitly sexual or violent acts in graphic detail.
- Create content using others' intellectual property, unless you have written permission to use it, or your use is protected by fair use.
- Any content that is illegal under Indian or local state laws or laws of the region that you reside in.

We are not party to the agreement between creators and users. If a user requests a refund from us, we only grant it in very exceptional situations. We may deduct the refunded amount from future payments to creator.

INTELLECTUAL PROPERTY

The Website is a platform for consuming content about stock markets, trading and investing strategies, 3rd party content creators to showcase and sell their digital content. As such the complete ownership of the content rests with such content creators. The Company DOES NOT claim any ownership on such content and it is solely the right and prerogative of the respective content creator.

The content creator is responsible for original authorship and ensuring that the complete rights of the content published on the Website rest with the content creator and that it respects the local laws. The Website will not be held liable for content plagiarism or claims of ownership by any other party or violation of local laws by a content creator. If however such a dispute is raised by another credible party by contacting the Company, the Company reserves the complete right to take down such content from the Website and App and further penalizing the content creator by completely removing their presence and all of their content from the Website.

We do not screen or endorse any content on the Website. If you see content that violates these terms, then let us know and we may remove it.

YOUR CONTENT

By posting content on to Website you grant us a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, worldwide license to use, reproduce, distribute, perform, publicly display or prepare derivative works of your content. The purpose of this license is to allow us to operate Kamai, promote Kamai and promote your content on Kamai. We are not trying to steal your content or use it in an exploitative way. You may not post content that infringes on others' intellectual property or proprietary rights. Users may not use content posted by creators in any way not authorized by the creator.

USE OF CONTENT

All logos, brands, marks headings, labels, names, signatures, numerals, shapes or any combinations thereof, appearing in this site, except as otherwise noted, are properties either owned, or used under licence, by the business and / or its associate entities who feature on this Website. You may not otherwise use, reproduce, distribute, perform, publicly display or prepare derivative works of our content unless we give you permission in writing. The use of these properties or any other content on this site, except as provided in these terms and conditions or in the site content, is strictly prohibited. You may not sell or modify the content of this Website or reproduce, display, publicly perform, distribute, or otherwise use the materials in any way for any public or commercial purpose without the respective organisation's or entity's written permission.

Content we create is protected by copyright, trademark and trade secret laws. Some examples of our content are the text on the site, our logo, and our codebase. We grant you a license to use our logo and other copyrights or trademarks to promote your Kamai service.

ACCEPTABLE WEBSITE USE

(A) Security Rules: Visitors are prohibited from violating or attempting to violate the security of the Website, including, without limitation,

1. accessing data not intended for such user or logging into a server or account which the user is not authorised to access.
2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation.
3. attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "Trojan horse" to the Website, overloading, "flooding", "mail bombing" or "crashing".
4. sending unsolicited electronic mail, sms, push notifications including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. The business and / or its associate entities will have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

(B) General Rules: Visitors may not use the Website in order to transmit, distribute, store or destroy material:

1. that could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation OR
2. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity of other personal rights of others OR
3. that is libellous, defamatory, pornographic, profane, obscene, threatening, abusive or hateful.

COPYRIGHT INFRINGEMENT

If you believe that any content on Kamai infringes your copyrights, please send written notice to: legal@kamai.app

This notice should include the following information:

- The electronic or physical signature of the copyright owner, or a person authorized to act on their behalf.
- A description of the copyrighted work that you claim has been infringed.

- A description of the exact location on Kamai of the content that you claim is infringing. This description must allow us to find and identify the content.
- Your name, address, telephone number and email address.
- A statement by you that: a) you believe in good faith that the use of the content that you claim to infringe your copyright is not authorized by law, the copyright owner, or the owner's agent, b) all information contained in your copyright notice is accurate, and c) under penalty of perjury, you are either the copyright owner, or authorized to act on their behalf.

In appropriate circumstances we may also terminate the accounts of repeat infringers.

USER GENERATED CONTENT

Users may create content on Kamai in "services" or "communities" or "chats". All such content has to comply with policies mentioned in this document. Your continued use of Kamai is conditional upon acknowledgement and acceptance of the following:

- Kamai does not vet or verify the identities of its users or creators who are creating content on its platform.
- Kamai does not verify or endorse the views of creators who are publishing content on its platform including content that may be of the nature of "financial advice". Relying on the views of such creators (whether registered with SEBI or not) to make any financial investments, is purely at the risk of the user.
- Kamai has no way to vet or verify any claims or reports or opinions expressed in any content posted on its platform by users.
- Kamai is not responsible or liable for the quality, accuracy, veracity, reliability or timeliness of any claim, news, information, artwork or opinion published by users on its platform.
- Kamai reserves the right to remove any content which is reported to be in violation of any policy outlined in this document.
- You, as a user are responsible for fact checking or assessing the accuracy and utility of any report or claim or opinion published by another user on Kamai.

STOCK OR STOCK MARKET QUOTES, CONTENT AND STRATEGIES FOR TRADING AND INVESTING

You acknowledge and accept that stock or stock market quotes, content and strategies for trading and investing that may appear in Kamai are only provided for educational purposes and setting the context. The user must seek advice from a financial expert before trading or investing. Kamai is NOT responsible for any damage or losses arising out of your trades or investments.

INDEMNITY

You agree to indemnify and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from their use of the Website or their breach of the terms. Further, you, as a creator agree to indemnify and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from claims by the users of the Website, the Securities and Exchange Board of India or any other regulatory or law enforcement agency.

WARRANTY DISCLAIMER

Kamai is provided “as is” and without warranty of any kind. Any warranty of merchantability, fitness for a particular purpose, non-infringement, and any other warranty is excluded to the greatest extent permitted by law. The disclaimers of warranty under this clause also apply to our affiliates and third party service providers.

LIMIT OF LIABILITY

User agrees that neither Company nor its group companies, directors, officers or employees shall be liable for any direct or/and indirect or/and incidental or/and special or/and consequential or/and exemplary damages, resulting from the use or/and the inability to use the service or/and for cost of procurement of substitute goods or/and services or resulting from any goods or/and data or/and information or/and services purchased or/and obtained or/and messages received or/and transactions entered into through or/and from the service or/and resulting from unauthorized access to or/and alteration of user's transmissions or/and data or/and arising from any other matter relating to the service, including but not limited to, damages for loss of profits or/and use or/and data or other intangible, even if Company has been advised of the possibility of such damages.

User further agrees that Company shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to direct or/and indirect or/and incidental or/and special consequential or/and exemplary damages, whether such interruption or/and suspension or/and termination was justified or not, negligent or intentional, inadvertent or advertent.

User agrees that Company shall not be responsible or liable to user, or anyone, for the statements or conduct of any third party of the service. In sum, in no event shall Company's total liability to the User for all damages or/and losses or/and causes of action exceed the amount paid by the User to Company, if any, that is related to the cause of action.

To the extent permitted by law, our liability for damages is limited to the amount of money we have earned through your use of Kamai. We are specifically not liable for loss associated with failure to deliver content and from losses caused by conflicting contractual agreements.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

In no event shall Company or any parties, organizations or entities associated with the corporate brand name us or otherwise, mentioned at this Website be liable for any damages whatsoever (including, without limitations, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data information or business interruption) resulting from the use or inability to use the Website and the Website material, whether based on warranty, contract, tort, or any other legal theory, and whether or not, such organization or entities were advised of the possibility of such damages.

GOVERNING LAW

We encourage you to contact us if you have an issue. If a dispute does arise out of these terms or related to your use of Kamai, and it cannot be resolved after you talk with us, then it must be resolved in Gurugram under Haryana law.

Haryana law, excluding its conflict of law provisions, governs these terms and all other Kamai policies. If a lawsuit does arise, both parties consent to the exclusive jurisdiction and venue of the courts located in Gurugram, Haryana, India.

These terms and any referenced policies are the entire agreement between you and us, and supersede all prior agreements. If any provision of these terms is held to be unenforceable, that provision is modified to the extent necessary to enforce it. If a provision cannot be modified, it is severed from these terms, and all other provisions remain in force. If either party fails to enforce a right provided by these terms, it does not waive the ability to enforce any rights in the future.