

TERMS OF USE

1. INTRODUCTION

- 1.1. **PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY, AS IT CONTAINS THE TERMS AND CONDITIONS GOVERNING YOUR ACCESS TO AND USE OF THE PLATFORM AND ANY SERVICES AND CONTENT SUCH AS TEXT, DATA, INFORMATION, SOFTWARE, GRAPHICS, AUDIO, VIDEO OR PHOTOGRAPHS ETC. THAT MAY BE MADE AVAILABLE THROUGH THE PLATFORM.**
- 1.2. **IF YOU LIVE IN ANY OF THE FOLLOWING COUNTRIES OR REGIONS, ADDITIONAL TERMS MAY APPLY TO YOU AND ARE VIEWABLE AT THE BOTTOM OF THESE TERMS. THESE ADDITIONAL TERMS OVERRIDE THE TERMS BELOW TO THE EXTENT OF ANY INCONSISTENCY.**

INDIA

- 1.3. The domain name www.monnai.com, including without limitation, all of its associated websites, domains, applications and the content therein, along with all upgrades, updates, enhancement and modifications thereto (“**Platform**”), controlled, owned and managed by **MONNAI INC.**, a company incorporated under the laws of Delaware General Corporation Law and having its office at 251 Little Falls Drive, Wilmington, New Castle, Delaware 19808 or by any if its group companies, subsidiaries or affiliates (hereinafter collectively referred to as “**Monnai**” or “**We**” or “**Us**”). Please review our list of entities and their respective contact details provided in paragraph 17 of these Terms below to contact the relevant Monnai entity responsible for providing access to the Platform to you and the appropriate contact information.
- 1.4. Please do not access or use the Platform or otherwise click to accept these Terms, if and when prompted on the Platform, if you do not agree with any of the terms provided below or are unable to be bound by them. As a condition of your access to and use of the Platform, you hereby agree that you will comply with these Terms and all laws and regulations applicable in your jurisdiction when using the Platform.
- 1.5. Monnai reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time and will notify the users of such changes in compliance with applicable laws. Your continued access and use of the Platform following the posting of changes shall be deemed to mean that you accept and agree to the revisions made to these Terms. As long as you comply with these Terms, Monnai grants you a personal, revocable, non-exclusive, non-transferable, limited privilege to access and use the Platform.
- 1.6. You should read these Terms and access and read all further linked information, if any, referred to in these Terms, as such information contains further terms and conditions that apply to you as a user of the Platform. Such linked information including but not limited to Monnai’s privacy policy (“**Privacy Policy**”) is hereby incorporated by reference into these Terms.

2. MEMBERSHIP ELIGIBILITY

Access and use of the Platform is available only to persons who can enter into legally binding contracts under the laws applicable in their respective jurisdictions, including the laws applicable for minors. Monnai reserves the right to terminate any person’s access to the Platform in

accordance with these Terms if it is brought to the notice of Monnai or if Monnai discovers for itself that such person is not eligible to access the Platform.

3. ACCEPTANCE OF TERMS

3.1. In order to access and/or use the Platform, you must first agree to these Terms. You can accept these Terms by:

- (a) Visiting the Platform. In this case, you understand and agree that Monnai will treat your access to the Platform as acceptance of these Terms from that point onwards; or
- (b) By clicking to accept these Terms, if and when prompted on the Platform.

4. ACCESS TO THE PLATFORM

4.1. Your access to the Platform may be interrupted, for reasons including but not limited to maintenance, repairs, upgrades, or network or equipment failures. Monnai strives to keep the Platform up and running; however, all online services suffer occasional disruptions and outages, and Monnai isn't liable for any disruption or loss you may suffer as a result.

4.2. Monnai may discontinue some or all the services provided on the Platform and/or content displayed on the Platform, as it may deem fit, at any time.

5. LINKS TO THIRD PARTY WEBSITES

The Platform may contain links and interactive functionality interacting with websites of other third parties. Monnai is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such other websites. Before enabling any sharing functions to communicate with any other website or otherwise visiting any such websites, Monnai strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such other third-party website.

6. USE OF THE PLATFORM

6.1. You agree, undertake and covenant that, during your access to and/or use of the Platform, you shall not host, display, upload, modify, publish, transmit, store, update or share any information that:

- (a) belongs to another person and to which you do not have any right, except as expressly provided in these Terms.
- (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another person's privacy, insulting or harassing on the basis of religion or gender, hateful or racially or politically motivated or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent or contrary to the applicable laws in force in your jurisdiction, in any manner whatsoever.
- (c) is misleading in any way.

- (d) is harmful to minors.
- (e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming".
- (f) infringes upon or violates any third party's rights including, but not limited to, any patent, trademark, copyright or other proprietary rights or intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number).
- (g) provides instructional information about illegal activities such as violating someone's privacy, or providing or creating computer viruses.
- (h) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, communities, bulletins, or other areas of the Platform or solicits passwords or personally identifying information for commercial or unlawful purposes from other users of the Platform.
- (i) engages in commercial activities without Monnai's prior written consent such as engages in contests, sweepstakes, barter, advertising etc.
- (j) interferes with another person's use of the Platform.
- (k) impersonates another person.
- (l) refers to any website or URL that, in Monnai's sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms.
- (m) deceives or misleads the addressee/ users about the origin of the messages or knowingly and intentionally communicates any information which is patently false or misleading or grossly offensive or menacing in nature but may reasonably be perceived as a fact.
- (n) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.
- (o) contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, diminish value of, covertly intercept or steal any system, data or personal information.
- (p) where the laws of India are applicable to you, as a user, 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 foreign States.
- (q) violates any law applicable in your jurisdiction for the time being in force.

- 6.2. You hereby accept full responsibility for any consequences that may arise from your access and/or use of the Platform, and expressly agree and acknowledge that in no event and under no circumstances shall Monnai be held liable to you for any liabilities or damages resulting from or arising out of your access and/or use of the Platform.
- 6.3. You agree and acknowledge that you shall not access and/or use the Platform for any fraudulent, malicious, illegal or unauthorized purpose/activities. Monnai shall have the right, but not the obligation, to monitor your access to and/or use of the Platform to ensure your compliance with these Terms or laws applicable in your jurisdiction, at its sole discretion.

7. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 7.1. All of the content and services and products provided on the Platform, including text, software, scripts, code, designs, graphics, photos and other content and the copyrights, trademarks, service marks, logos, trade names, and other intellectual and proprietary rights associated therewith (“IP”) is owned by Monnai or others (including without limitation, third party service providers, if any) that Monnai licenses such content from, and is protected by copyright, trademark, patent and other intellectual property laws.
- 7.2. You hereby acknowledge that the IP constitutes original works and has been developed, compiled, prepared, revised, selected, and arranged by Monnai and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Monnai and such others. You thereby agree to protect the proprietary rights of Monnai and its other limited rights (including, as a licensee) during and after the subsistence of these Terms. You may not selectively download portions of the Platform without retaining the copyright notices. You may download material from the Platform only for your own personal use and for no commercial purposes whatsoever.
- 7.3. You shall access and/or use the Platform strictly in accordance with these Terms, and shall not, directly or indirectly, (a) decompile, disassemble, reverse engineer, or attempt to derive the source code of, or in any manner decrypt, the Platform; (b) make any modification, adaptation or improvement, enhancement, translation or derivative work from the Platform; (c) violate any laws applicable in your jurisdiction, rules or regulations in connection with your access or use of the Platform, including your use of any Content (defined below); (d) remove or obscure any proprietary notice (including any notices of copyright or trademark) forming a part of the Platform; (e) access and/or use the Platform for any commercial or revenue generation endeavours, or other purposes for which it is not designed or intended; (f) distribute or transmit the Platform or other services; (g) access and/or use the Platform for data mining, scraping, crawling, redirecting, or for any purpose not in accordance with these Terms; (h) access and/or use the Platform for creating a service or software that is directly or indirectly, competitive with the Platform or any services offered by Monnai; or (i) derive any confidential information, processes, data or algorithms from the Platform, as may be applicable.
- 7.4. Any infringement shall lead to appropriate legal proceedings against you at an appropriate forum for seeking all available remedies under applicable laws of the country.

8. TERMINATION OF ACCESS TO THE PLATFORM

- 8.1. Your access to the Platform can be terminated at any time by Monnai, in its sole discretion for any reason or no reason, including your violation of these Terms. You acknowledge that the termination of access to the Platform may be affected without any prior notice.
- 8.2. The disclaimer of warranties, the limitation of liability, and the governing law provisions shall survive such termination of your access of the Platform.

9. DISCLAIMER OF WARRANTIES

THE PLATFORM AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE PLATFORM (COLLECTIVELY, THE "**CONTENT**") ARE PROVIDED BY MONNAI ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. MONNAI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM, THE ACCURACY OR COMPLETENESS OF THE CONTENT. WITHOUT LIMITING THE FOREGOING, MONNAI MAKES NO WARRANTY THAT THE DISPLAY OF CONTENT ON THE PLATFORM WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, ACCURATE OR RELIABLE. MONNAI SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, DOCUMENTS OR INFORMATION FROM THE PLATFORM. YOU EXPRESSLY AGREE THAT THE ACCESS AND USE OF PLATFORM IS AT YOUR OWN DISCRETION AND SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ANY TRANSACTION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MONNAI OR THROUGH OR FROM THE PLATFORM OR CONTENT SHALL CREATE ANY WARRANTY.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW OF YOUR JURISDICTION, MONNAI DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PLATFORM AND ITS CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, COMPATIBILITY, APPLICABILITY, USABILITY, APPROPRIATENESS OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY AGREE TO WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS MONNAI, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (AS APPLICABLE), FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, EXPENSES AND CAUSES OF ACTION ARISING OUT OF ACCESS OR OF THE PLATFORM.

10. LIMITATION OF LIABILITY

In no event shall Monnai, its affiliates and each of their respective officers, directors, employees and agents (as applicable) be liable for any special, incidental, indirect, consequential, exemplary or punitive damages, or loss of profit or revenues whatsoever resulting from any (a) errors, mistakes, or inaccuracies of Content; (b) any unauthorized access to or use of the secure servers and/or any and all personal and/or other user information stored therein; (c) any interruption or cessation of transmission to or from the Platform; (d) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Platform by any third party; (e) any loss of your data arising from any use of or inability to use any Content or other parts of the Platform; (g) non-availability of the Platform in certain geographical areas; and/or (h) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via. the Platform, whether

based on warranty, contract, tort, or any other legal theory, and whether or not Monnai is advised of the possibility of such damages.

11. INDEMNIFICATION

To the extent permitted by the applicable law of your jurisdiction, you shall indemnify and hold harmless Monnai, its affiliates, and their respective officers, directors, agents, and employees, from any and all claims or demands, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, Privacy Policy and other policies, or your violation of any applicable law, rules or regulations or the rights (including infringement of any intellectual property rights) of a third party.

12. PRIVACY POLICY

Please review the Privacy Policy, which also governs your visit to the Platform to understand Monnai's privacy practices. The personal information / data provided to Monnai by you during usage of the Platform will be treated as strictly confidential and in accordance with the Privacy Policy and laws and regulations applicable in your jurisdiction. If you object to your information being transferred or used, please do not use the Platform.

13. ASSIGNMENT

You shall not license, sell, transfer or assign your rights, obligations, or covenants under these Terms in any manner without Monnai's prior written consent. Monnai reserves the right, at its own discretion, to freely assign and transfer the rights and obligations under these Terms to any third party.

14. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and interpreted and construed in accordance with the laws of California in United States. The place of jurisdiction shall exclusively be in California in United States.

15. SEVERABILITY AND WAIVER

These Terms, the Privacy Policy and other referenced material herein or on the Platform, are the entire agreement between you and Monnai with respect to your use of the Platform, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Monnai with respect thereto and govern the future relationship. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

16. GRIEVANCE REDRESSAL MECHANISM

16.1. FOR INDIA

(a) In accordance with the Information Technology Act, 2000 and Rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Ravish Patel
Email: ravish@monnai.com

For registering your complaint, please contact the Grievance Officer at the above-mentioned details in relation to any violation of these Terms or the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. The Grievance Officer shall redress the complaint in accordance with the provisions of the Information Technology Act, 2000 and Rules made thereunder.

17. DETAILS AND CONTACT INFORMATION OF MONNAI ENTITIES

If you have questions or concerns about these Terms, please contact Monnai at the following address:

FOR INDIA

contact@monnai.com