Introduction.

1. Delium Technologies Pvt Ltd., including Delium Technologies Pvt Ltd.'s subsidiaries, affiliates, divisions, contractors and all data sources and suppliers, (collectively Delium Technologies Pvt Ltd., Delium, we, us or our) welcomes you to www.delium.ai. These terms and conditions of service (collectively, with Delium's Privacy Policy, located at www.delium.ai/pages/privacy_policy.html, the Terms of Service or Agreement) govern your use of the Website and the Services, Products, Features, Content or Applications operated by Delium, and provided to the Subscriber (the Subscriber, User, Sub-User, You or Your).

2. Please read these Terms of Service carefully before using the Services. These Terms of Service apply to all users of the Services. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms of Service and you agree to be bound by these Terms of Service on behalf of such organization. Agreeing to use the Services by clicking Login constitutes your acceptance and agreement to be bound by these Terms of Service, and all other operating rules, policies and procedures that may be published from time to time on the Website by us, each of which is incorporated by reference and each of which may be modified from time to time with notice to you. You acknowledge receipt of our Privacy Policy. If you ordered the Services on the Website, use the Website, or otherwise engage in any electronic transaction with respect to the Services, then you agree to receive any updates to our Privacy Policy by accessing the Website. By using our Website or purchasing our products or services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Policy.

3. Nothing in these terms of use shall affect any non-waivable statutory rights that apply to you. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

4. Delium reserves the right, at any time and from time to time, to amend or to modify these Terms of Service without prior notice to you, provided that if any such alterations constitute a material change to these Terms of Service, Delium will notify you by posting an announcement on the Website and product subscription channels. Amendments and modifications shall take effect immediately when posted on the Website. By continuing to access or use the Services after any such amendments or modifications, you agree to be bound by such amended or modified Terms of Service. For this reason, we encourage you to review the Terms of Service whenever you use the Services. If you do not agree to any change to these Terms of Services, then you must immediately stop using the Services.

5. Some jurisdictions have consumer protection and other legislation which may apply to the services and which do not allow certain provisions such as limitations of liability and exclusion of certain warranties, among others. To the extent that a limitation, exclusion, restriction or other provision set out below is specifically prohibited by applicable law, such limitation, exclusion, restriction or provision may not apply to you.

6. If you are serviced by Delium's partners; unless specified otherwise in the appropriate sections, all product usage terms and conditions apply.

Eligibility & Registration.

7. The Services are not targeted towards, nor intended for use by, anyone under the age of 18. By using the Services, you represent and warrant that you are 18 years of age or older. If you are under the age of 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. You may use the Services for business purposes in the organization you represent.

8. To sign up for the Services, you must send us a signed copy of this agreement on using our Services. If you are using Delium's user management, you can use The Eye to manage users. You must provide accurate and complete information and keep your Account information updated. You are strongly advised to change the default passwords on your first login. You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents), and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state, provincial, territorial or other authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify Delium promptly of any unauthorized use of your account and of any loss, theft or disclosure of your

password. Failure to comply with these requirements shall constitute a breach of these Terms of Service and shall constitute grounds for immediate termination of your account and your right to use the Website. Delium will not be liable for any loss or damage as a result of your failure to provide us with accurate information or to keep your account secure.

9. If you are using Delium's internal user management, Delium has a password policy for users, which is updated periodically and enforced via the login services, and can be optionally customized to clients on demand and consent. The default password policy enforced can be viewed at www.delium.ai/pages/password_policy.pdf

10. If user management is done by Delium's business partner, make sure to understand and agree to their terms of use of their authentication and user management services. Delium will not be liable for any loss or damage due to illegal access obtained via users who have not been managed properly in your base system. In such cases, Delium would not have access to any PII information about the user on our platform unless entered in the product.

11. We reserve the right to terminate your account, if you have not logged in for 15 days in the trial period (if applicable). In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination by email. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Content.

12. For purposes of these Terms of Service, the term Content includes, without limitation, information, data, text, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, Content also includes all User Content (as defined below)

13. The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services

14. Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, revocable, non-sub-licensable and non-transferable period

subscription license to use (i.e., to download and display locally) content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. You may use the Services for business purposes in the organization you represent.

15. Some Content will be marked on the Service as Creative Commons Content. Creative Commons Content will be identified with a Creative Commons icon. We hereby grant each user of the Services a license to Creative Commons Content under the Creative Commons CC BY-NC-SA 4.0 US license, available at the "Creative Commons License. You agree to abide by the terms of the Creative Commons License when using Creative Commons Content.

16. Delium reserves rights to data access that is hosted from the Services. You agree that we are not liable to provide you this data in any other means except that is offered through our Services and support (on one off need basis)

Rules of Conduct.

17. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services and the activity of any sub-user that uses your access code or Account.

18. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers) infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or spam on the Services; (v) use manual or automated software, devices, or other processes to crawl or spider any page of the Website or Service; (vi) harvest or scrape any Content from the Services; (vii) use the Services for high risk activities including but not limited to the operation of nuclear facilities, air traffic control, life support systems, or any other use where the failure of service could lead to death, personal injury, or environmental damage; or (viii) otherwise take any action in violation of our guidelines and policies

19. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any

application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

20. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

21. Subscribers are restricted from registering multiple Accounts with the same billing details without first notifying Delium of that intent. Otherwise, Delium shall have the right to automatically flag such Accounts as fraudulent or abusive, and Delium may, without notification to the Subscriber of such Account, suspend the service of such Account or any other Account used by such Subscriber. The use of referral codes by multiple Accounts having the same billing profile is not allowed. Delium also reserves the right to terminate a Subscriber's Account if it is targeted by malicious activity from other parties.

22. The enumeration of violations in this Section of these Terms of Service is not meant to be exclusive, and Delium provides notice hereby that it has and will exercise its authority to take whatever action is necessary to protect the Services, Subscribers, and third parties from acts that would be inimical to the purposes of this Section of these Terms of Service.

Lawful Use of the Infrastructure.

23. In using the Services, Subscribers must comply with, and refrain from violations of, any right of any other person, entity, law, or contractual duty, including without limitation the laws of the Union Of India and the laws of Tamil Nadu, and including without limitation those laws forbidding: (a) distribution of child pornography, (b) forgery, identity theft, misdirection or interference with electronic communications, (c) invasion of privacy, (d) unlawful sending of commercial electronic messages or other marketing or electronic communications, (e) collection of excessive user data from children, or other improper data collection activities, (f) securities violations, wire fraud, money laundering, or terrorist activities, or (f) false advertising, propagating or profiting from frauds and unfair schemes. Subscribers will also comply with the affirmative requirements of law governing use of the Services, including but not limited to: (i) disclosure requirements, including those regarding notification of security breaches, (ii)

records maintenance for regulated industries, and (iii) financial institution safeguards.

Agreed Use of Allotted Resources.

24. Subscribers shall not use any method to circumvent the provisions of these Terms of Service, or to obtain Services in excess of those for which they contract with Delium. Subscribers shall not use any mechanism to exceed the amount of resources assigned to them through the Services, or to conceal such activities.

Injurious Code.

25. Subscribers may not use the Services to distribute, receive communications or data gleaned from, or execute any action directed by any type of injurious code, including but not limited to: (i) trojans, (ii) key loggers, (iii) viruses, (iv) malware, (v) botnets, (vi) denial of service attacks, (vii) flood or mail bombs, (viii) logic bombs, or (ix) other actions which Delium reserves the sole right to determine to be malicious in intent.

Invasion of Privacy, Defamation, or Harassment.

26. Subscribers may not use the Services in a manner that would violate the lawful privacy rights of any person, or to publish or republish defamatory or libelous statements, or to harass or embarrass, which shall be determined in Delium's sole and absolute discretion.

Violation of Copyright, Trademark, Patent or Trade Secret.

27. Subscribers may not use the Services in violation of the copyrights, trademarks, patents or trade secrets of third parties, nor shall they utilize the Services to publish such materials in a manner that would expose them to public view in violation of the law. Delium will, in appropriate circumstances, terminate the accounts of repeat violators. If a third party believes that a Subscriber of Delium is violating its intellectual property rights, it should notify us by email at info@delium.co. A notification should include information reasonably sufficient to permit Delium to locate the allegedly infringing material, such as the IP address or URL of the specific online location where the alleged infringement is occurring.

28. Subscribers are responsible for the acts of others utilizing their access to the Services, and will be held responsible for violations of the Services by their

sub-users or persons who gain access to the Services using the Subscriber's access codes. Any activity that a Subscriber is prohibited from performing by these Terms of Services is equally prohibited to anyone using the access to the Services of the Subscriber.

Access Code Protection.

29. Subscribers shall utilize proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of persons who are entrusted with account access information.

30. Subscribers shall notify all persons who receive access to the Services of the provisions of these Terms of Service, and shall inform them that the terms of these Terms of Service are binding upon them.

31. Subscribers shall notify Delium if and when they learn of any security breaches regarding the Services, and shall aid in any investigation or legal action that is taken by authorities and/or Delium to cure the security breach.

Third Party Services.

32. The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. It is your responsibility to protect your system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

Product Support

33. Delium would provide customer support involving; implementation, break down, product use and reporting of bugs. The following channels are available for you to communicate with Delium.

34. During the initial implementation phase of 4-6 weeks, a dedicated implementation owner would be assigned to you. In this phase user training will be provided to your team defined by the scope of implementation. The implementation will be mostly on video conference and all online sessions will be recorded and shared with your team. Ensure that you make copies of the same on your local/cloud storage for future reference and training. The scope of the implementation owner ends with the implementation phase. You understand that in case of new resources joining your team, you have to take ownership of training them on The Eye using the implementation videos from above and the common implementation videos that are available any time in The Eye. Delium will not provide implementation based training forever as the implementation process is simple and completely documented for users to do it themselves post the first kickstart.

35. Following the implementation, a dedicated telegram group would be created for each customer account which would include the customer's team and Delium's product team. Delium's Sage is also accessible to everyone who has an active account on The Eye and is accessible from within the product. Issues and feature requests can be logged on to sage. Post logging requests, you can communicate with the team using the telegram group. Once one of the Delium engineers respond, you can follow up the conversation in any mode of communication. Please refrain from calling one specific product specialist always as that may end up in an unbalanced workload resulting in poor support quality. Feedback about support quality can be at any point can be sent to ceo@delium.co. Delium is committed to provide the best possible after sales support to ensure your business continues to self drive itself using The Eye. Logging tickets in sage is mandatory for support and will help us evaluate common support patterns and ensure we can strengthen those areas in product and training.

36. Feature enhancements will be vetted for demand and then prioritized based on Delium's engineering roadmap. There is no guarantee of release dates unless it's guaranteed on an additional special commercial agreement.

37. Delium would provide breakdown support 24x7. Break down support are issues which completely stall your operations. These may include system inaccessibility, a system breaking or data condition that has led to the system being un-usable or a code bug that has rendered un-usability of the system.

38. Product support that involves Q&A on how to, product usage and process clarifications are available from 8 AM to 7 PM IST from Monday's to Friday's. However you can raise tickets or these at any time; a product specialist would reach out to you at the earliest opportunity to resolve your query. A proper support window would help ensure a proper work life balance thus only helping us serve you better. Keep in mind that support is always round the corner and with the

in-product help and videos; answers to most queries are just a click away. Delium is strongly committed to have and continue having the best in class product documentation thus making sure your dependency on manned support is minimal. We highly appreciate your feedback on our product documentation and feel free to write to ceo@delium.co with your suggestions to make this effective.

39. If you are serviced by one of Delium's partner; please follow the partners support policy for manned support during and post implementation. You can however raise any feedback on the in product documentation to ceo@delium.co.

Payments and Billing.

40. Payment to Delium can be made through NEFT or RTGS. Other forms of payment may be arranged by contacting Delium at info@delium.co. Please note that any payment terms presented to you in the process of using or signing up for paid Services are deemed part of this Agreement.

41. The terms of this Agreement shall commence on the date that the Subscriber signs up electronically for the Services by creating an Account with an email address. All invoices are denominated, and Subscriber must pay, in Indian Rupees (₹). Subscribers are typically billed monthly on or about the first day of each month, with payment due no later than seven (7) days past the invoice date. On rare occasions, a Subscriber may be billed an amount up to the Subscriber's current balance in an effort to verify the authenticity of the Subscriber's account information. This process ensures that Subscribers without a payment history are not subjected to additional scrutiny. Subscribers are entirely responsible for the payment of all taxes. Monthly fees and renewal fees will be billed at the rate agreed to at purchase. You may cancel the Services at any time by contacting us at info@delium.co . At cancellation, your Account will be inactivated and you will no longer be able to log into our site and/or have any access to the Services. Except in the case of subscription commitments you have agreed to, which shall be nonrefundable, as permitted by law, if you cancel, you agree that fees for the first month of Services and any start-up costs associated with setting up your Account ("Start-up Costs") shall be nonrefundable, as permitted by law. With the exception of any subscription commitments agreed by you, if you paid fees in advance for any period longer than one month, then you may, with the exception of fees for the first month of Services and any Start-up Costs, obtain a refund on a pro rata basis for the period remaining after you cancel.

42. Payments not made within seven (7) days of invoicing will be deemed in arrears. For accounts in arrears, if any amount is more than ten (10) days overdue, without the requirement of providing notice of such arrears, Delium may suspend service to

such an account and bring legal action to collect the full amount due, including any attorneys' fees and costs.

43. If a Subscriber is past due on their balance, Delium may send up to two (2) email/whatsapp notifications within a seven (7) day period before suspending the Subscriber's account. Servers will be temporarily powered off during the suspension period. Delium reserves the right to delete the Subscriber's suspended machines after the final termination notice. Subscribers should ensure that they have shared correct billing contact information for notifications to reach them. Non-delivery of billing alerts on account of incorrect billing information for communication are owned by the subscriber.

44. If you are serviced by Delium's partner, please ask for Payment terms of the partner. Partner payment terms may add modifications on the subscription periods and payment due dates and unsubscription lifecycles. Other billing related terms do apply unless given to you in writing by Delium or her partners. As you are serviced by Delium's partners; you are to follow their payment terms and conditions. If you identify conflicts between this document and the partner's with regard to product terms and conditions, make sure to get understanding clarified with your service partner.

45. For products that are dynamically billed based on business and store sizes (e.g. The Eye for reordering) - you understand and agree that subscriptions costs will automatically change basis

46. Cash refunds on payments done will not be made. However there can be special cases where in Delium can convert or add credits in-lieu of payments made. Addition of credits as adjustments for payments made is at the sole discretion of the management at Delium.

47. If you are on a yearly subscription model, refunds will not be made for any unsubscribe event raised by you. You are eligible to use the product subscription till the end of the subscription period for which you have paid for. In event you want to force a deprovision and data purge before the subscription period ends, you agree to write off and forgo any amount due calculated on a prorata basis on the period of service availed.

48. Incase of an unsubscribe event or account termination on account of payment dues, a final invoice will be generated which has to be settled by you in full to settle accounts for services rendered till the date of termination or the unsubscribe action.

49. If you are billed in the pre-paid model and have paid for the current billing cycle, termination would happen on the last day of the subscription cycle. If you have not made payments for the current subscription cycle, the active unpaid prepaid

invoice would be regenerated on a pro-rata model considering the number of days of service rendered till the unsubscribe/termination event.

Warranty Disclaimer.

50. We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding

    a. Which Subscribers gain access to the Services.
    b. What Content you access via the Services; or
    c. How you may interpret or use the Content.

51. As you have ownership of the data pushed into our services, to the extent permitted by applicable law, you release us from all liability for you having acquired or not acquired content through the services. We make no representations concerning any content contained in or accessed through the services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content contained in or accessed through the services.

52. The services, including without limitation any information delivered as part of the services, and content are provided "as is", "as available" and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, noninterference with data, availability, accuracy, that you will have continuous, uninterrupted or secure access to our website or that the services are error free and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. we, and our directors, employees, agents, suppliers, partners and content providers do not warrant that: (i) the services will be secure or available at any particular time or location; or (ii) the results of using the services will meet your requirements. Delium warrants (i) general availability of the services it solely controls given no incidents of cyber attacks of any kind, (ii) any defects or errors will be corrected; Your use of the services is solely at your own risk. The services contain information provided by one or more third party data providers. Delium does not control and is not responsible for the information provided by any such third party provider.

53. On the website, You acknowledge and agree that neither Delium nor any such third party provider has any obligation to correct information about you except as required by applicable law. Information you request may not be available or may not be provided, and Delium has no liability for such failure. In no event will delium warrant or guarantee the correctness, comprehensiveness, completeness, accuracy, timeliness of any information, products, or services on this website. The information, products, and services available on the website may include technical

inaccuracies or typographical errors. Therefore, you agree that your access to and use of our website, products, services and content are at your own risk.

Beta Services.

54. Delium may offer beta versions or features of the Services (each, a Beta Service). Delium will determine, at its sole discretion, the availability, duration (the Trial Period), features, and components of each Beta Service

55. Any beta service is provided as is without any warranties of any kind, whether express, implied, statutory, or otherwise. Delium specifically disclaims all implied warranties of merchantability, non-infringement and fitness for a particular purpose with regard to any beta service. Notwithstanding anything to the contrary in this Agreement, in no event will Delium be liable to you or any third party for any damages or liability related to, arising out of, or caused by any Beta Service and/or any modification, suspension, or termination thereof. If Delium permits you to use a Beta Service, you agree to provide Delium Feedback and respond to Delium's questions or other inquiries regarding your use of the Beta Service, if requested and as applicable. If Delium permits you to use a Beta Service, you specifically agree, to not: (i) use the Beta Service for benchmarking or performance testing or publicly disseminate performance information or analysis from any source relating to the Service; (ii) modify or create derivative works of the Beta Service or remove any product identification, proprietary, copyright or other notices contained in the Beta Service; or (iii) allow any other individual to access or use the Beta Service. Delium at its sole discretion shall determine whether or not to continue to offer any Beta Service, and may cease offering any Beta Service at any time. Upon completion of a Trial Period, you may lose access to the applicable Beta Service, unless or until the features of the Beta Service are incorporated into the Services, and you agree to return or destroy all copies of documentation and confidential information related to the Beta Service. Any production candidate or non-production version of the Services will be considered a Beta Service.

56. Subscriber grants to Delium a limited license to use, reproduce, distribute, and display any data provided to Delium by Subscriber and/or any user of a Beta Service solely for facilitating the purposes of this Agreement (such data collectively, Beta Data) (i) as required to provide the Beta Service; and (ii) in de-identified form, to tune, enhance and improve the Service and other Delium products and services. Subscriber represents and warrants that it has all necessary rights to grant Delium the rights set forth in this Section, and that it will comply with all applicable laws, regulations, and other obligations regarding the collection, use and disclosure of Beta Data. Delium may use de-identified or aggregated Beta Data collected through

a Beta Service for any purpose, including, without limitation, to enhance and improve the Services.

57. If a trial period is provided, Delium may add usage credits which will be adjusted against subscription invoices. Delium will nullify any additional trial credits given post the trial period. Credits that you may have purchased with actual payments do not fall in the trial credits category.

Limitation of liability.

58. In no event shall we, nor our directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the services (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any direct damages in excess of (in the aggregate) of fees paid to us for the particular services during the immediately previous one month period, even if Delium had been advised of, knew, or should have known, of the possibility thereof. Subscriber acknowledges that the fees paid by him or her reflect the allocation of risk set forth in this agreement and that Delium would not enter into this agreement without these limitations.

Confidentiality.

59. Subscriber shall keep confidential any confidential information to which it is given access, and shall cooperate with Delium's efforts to maintain the confidentiality thereof. Subscriber shall not publish to third parties or distribute information or documentation that Delium provides for purposes of operating and maintaining its systems, including material contained in estimates, invoices, work orders, or other such materials.

Data Ownership.

60. We store and maintain encrypted copies of the required master and transaction data and other data stored in your user account at our facilities in the hosted data center. In order to prevent loss of data due to errors or system failures, we also keep backup copies of data including the contents of your user account. Hence your files and data may remain on our servers even after deletion or termination of your user account. We assure you that the contents of your user account will not be disclosed to anyone and will not be accessible even to employees of Delium except in

circumstances specifically mentioned in this Privacy Policy Statement and Terms of Services. We also do not process the contents of your user account for serving targeted advertisements.

61. We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant Delium the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for Delium's commercial, marketing or any similar purpose. But you grant Delium permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

Publicity.

62. Each Subscriber is permitted to state publicly that such Subscriber is a Subscriber of the Services. Subject to Delium's Privacy Policy, each Subscriber agrees that Delium may include such Subscriber's name and trademarks in a list of Delium Subscriber, online or in promotional materials. Each Subscriber also agrees that Delium may verbally reference such Subscriber as a Subscriber of the Services. Subscriber may opt out of the provisions in this Section by emailing a request to info@delium.co.

Indemnification.

63. You shall defend, indemnify, and hold harmless us, our affiliates, parents, subsidiaries, any related companies and partners, and each of our and their respective employees, officers, directors, agents, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your (or any third party using your account or identity in the services) use or misuse of, or access to, the services, content, or otherwise from your user content, violation of these terms of service or of any law, or infringement of any intellectual property or other right of any person or entity. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Termination and Access.

64. Delium reserves the right, in our sole discretion, to terminate your access to all or any part of the Services at any time, with a 15 days notice, effective immediately,

limited to your violation to these terms of agreement or the breaking of a law. During the notice period, you can reach out support and obtain a copy of the data that you own as a result of your data uploads to the services. Post the notice period, any such termination may result in the forfeiture and destruction of information associated with your Account without recall. Except as otherwise set forth hereunder, any and all fees paid hereunder are non-refundable and any and all fees owed to Delium before such termination shall be immediately due and payable, including any liabilities that may have been incurred prior to termination such as Delium's costs for collection (including attorneys' fees) of any such charges or other liabilities. Upon termination, any and all rights granted to Subscriber by this Agreement will immediately be terminated, and Subscriber shall promptly discontinue all use of the Services. If you wish to terminate your Account, you may do so by following the instructions on the Website or through the Services. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Dispute Resolution.

65. In the interest of resolving disputes between you and Delium in the most expedient and cost effective manner, you and Delium agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the Indian Arbitration and Conciliation Rules 1996. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Chennai and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Delium may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

66. Despite the provisions of #52, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the

applicable state, or local agency if that action is available and legal; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

Communication from Delium.

67. The Service may include certain communications from Delium, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Miscellaneous Provisions.

68. Neither you nor Delium shall be liable for nonperformance of the terms herein to the extent that either you or Delium are prevented from performing as a result of any act or event which occurs and is beyond your or Delium's reasonable control, including, without limitation, acts of God, war, unrest or riot, strikes, any action of a governmental entity, weather, quarantine, fire, flood, earthquake, explosion, utility or telecommunications outages, Internet disturbance, or any unforeseen change in circumstances, or any other causes beyond either party's reasonable control. The party experiencing the force majeure shall provide the other party with prompt written notice thereof and shall use reasonable efforts to remedy effects of such force majeure.

69. You are granted a limited, non-exclusive right to create a hypertext link to the Website found at www.delium.ai; provided such link does not portray Delium and/or its affiliates or any of their respective products and services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked at any time. You may not use, frame or utilize framing techniques to enclose any Delium trademark, logo or other proprietary information, including the images found at the Website, the content of any text or the layout/design of any page or form contained on a page without Delium's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Delium or any third party.

70. The Website/Service contains many of the valuable trademarks, service marks, names, titles, logos, images, designs, copyrights and other proprietary materials owned, registered and used by Delium, Including but not limited to, the mark " Delium". Delium and the Delium product names referenced in the Website are

either trademarks, service marks or registered trademarks of Delium. Any unauthorized use of the same is strictly prohibited and all rights in the same are reserved by Delium. No use of any Delium trademark may be made by any third party without express written consent of Delium. Other products and company names mentioned in the Website may be the trademarks of their respective owners.

71. Elements of Delium's Website and Services are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image from the Website may be copied or retransmitted without Delium's express written permission. The images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website are the property of Delium or its licensors and are protected by copyright, trademark and other laws. In addition to our rights in individual elements of the Website, Delium owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website. You may copy such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Delium.

72. This Agreement, including all related agreements and policies incorporated by reference herein, constitutes the entire agreement between the parties related to the subject matter hereof and supersedes any prior or contemporaneous agreement between the parties relating to the Services. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. 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. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives. If any provision of this Agreement is prohibited by law or held to be unenforceable, that provision will be severed and the remaining provisions hereof shall not be affected such that this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This Agreement may be signed electronically or, as set out above, your access and use of the Services will manifest your consent to this Agreement. These Terms of

Service are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation. All references to "laws," "rules," or "regulations" references any and all applicable laws, rules and regulations, whether domestic or foreign. Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognised overnight delivery service. Electronic notices should be sent to legal@delium.co

Contact.

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