

TERMS AND CONDITIONS

Last updated: 01-09-2024

Effective: 11-04-2024

Krutrim SI Designs Private Limited and its subsidiaries (the 'Company', 'we' or 'us') having its registered office at 8th Floor, Wing C, Prestige RMZ Startech Block C, Industrial Layout, Hosur Road, Koramangala, Bengaluru, Karnataka, 560095, India is the data fiduciary under this Privacy Policy. The company is engaged in the business of researching, designing, developing AI applications and AI solutions by using cloud infrastructure to provide unique AI solutions to its customers/users.

These Terms and Conditions ("Terms") govern your use of Krutrim Cloud ("Krutrim", "we", "us") website("Services").

These Terms incorporate, by reference our Privacy Policy, as well as any other written policies and documentation that we may provide from time to time. You agree to use our Services in compliance with these Terms.

Our Privacy Policy explains how we collect and use personal information which can be accessed [here](#).

Your use of our Services in any manner means that you agree to the Terms. Unfortunately, if you do not agree with these Terms, you should not use our Services.

You are strongly advised and requested to keep yourself updated with the terms and conditions and amendments/modifications thereto.

1. Services

Krutrim Cloud provides professional developers and corporate entities with a hosting services platform (hereinafter "the Platform") that allows them to easily deploy and operate their applications, based on deployment software and additional components (databases, search engines, file systems, ...) automatically configured, optimized and updated. The Platform allows its users to focus on the development and execution of their products and services without having to manage the hosting infrastructure and its optimization.

The Platform includes products developed and marketed by Krutrim Cloud, as well as products developed and published by third parties, offered and marketed on their own terms through Krutrim Cloud.

Eligibility:

Our Services are not intended for minors under the age of 13. If you are between the age group of 13 years to 18 years, you shall have due consent from the parent or legal guardian to use the Services. If you have reason to believe that a minor under the age of 13 is using our Services, please let us know immediately at cloudsupport@olakrutrim.com and we will seek to revoke access and delete any associated information as quickly as possible.

You must only use the Our Services: (i) in a lawful manner and in compliance with all applicable laws and Acceptable use as outlined in this Terms and Conditions; and (ii) in a manner that does not infringe or attempt to infringe, misappropriate or otherwise violate any of our rights or those of any other person or entity (for clarity, "manner" includes, without limitation, the method, purpose and/or means of causing or attempting to cause the Online Services to generate content).

Third Party Services: Our offerings may include third-party software, open source software, products, or

services ("Third-Party Services"). Certain aspects of our services, such as our browse feature, may incorporate results generated by these services ("Third-Party Output"). Both Third-Party Services and Third-Party Output are governed by their respective terms, and we disclaim any responsibility for them. If any of our third party brings an intellectual property infringement claim against you alleging that your usage infringes the third party's intellectual property rights, you shall (a) defend against such claim and (b) reimburse for any damages that it suffers as a result of such infringement.

We may also appoint third parties to monitor the machine utilization and to detect violation of this Terms and Conditions. Data collected by third parties for the purpose of monitoring will be held in compliance with our privacy policy.

Licenses for use

Subject to and in consideration of your full compliance with the Terms, Krutrim Cloud grants to you for the entire term of the Contract and throughout the world the non-exclusive, personal, non-sublicensable right to use the Platform for the purpose of testing and deploying your applications on the Platform.

Unless otherwise stated and with the exception of software distributed under specific licenses (e.g. open source code under a free license), the source code of the Platform is the sole property of Krutrim Cloud and you have no right to modify, distribute, copy, adapt, reverse engineer, decompile or otherwise attempt to extract it. If reverse engineering is required to enable interoperability of the Platform with another platform, it will only be permitted to the extent that Krutrim Cloud has not responded within a reasonable time to an express request for APIs, in which you have told us what data you wish to access and the input format accepted by the third-party platform's APIs.

2. Acceptable Use

You agree that you will use our Services in accordance with the following rules, as well as any other written policies we may provide from time to time and applicable laws. Failure to do so may result in suspension or termination of our services along with reporting of your account to relevant authorities:

- **Illegal Use:** You must use our Services in absolute compliance with applicable laws present and future. If your use of our Services are limited by the laws applicable to you, you are not authorized to use our Services for that purpose.
- **Harmful Uses:** You shall not use or attempt to use our Services to generate harmful content. Such content includes material that may lead to harm or injury to yourself or others, content relating to unethical behavior, or content that may spread misinformation. This policy also bars attempts to use the Services to create content using false identities. We shall determine in our sole discretion and in accordance with applicable laws when a material/use is Harmful.
- **Abusive Content:** You shall not use or attempt to use our Services to generate hateful or discriminatory content, sexually explicit content, descriptions of graphic violence, or other types of shocking/inappropriate material which is impermissible under applicable laws.
- **Spam generation:** You shall not or through a third party, use our Services to send unsolicited mass email, promotions, advertisements, or any other form of solicitation that could be considered spam.
- **Infringing Rights:** You shall not use or attempt to use our Services to infringe or violate the rights of others, including violations of the privacy of others. This includes queries to surface the personal information of individuals, including phone numbers, addresses, and other similar sensitive data. You shall not use any content that you do not have the Intellectual Property Right to use or share in order to use our Services and We shall not be liable for any such infringement alleged or otherwise. We further reserve the right to initiate or support any necessary action, including but not limited to blocking your account, in the event such infringement is detected or reported.
- **Security:** You shall not attempt to engage with our Services in an effort to disable, disrupt, or

otherwise subvert the security of our Services. This includes attempts to bypass or disable any content moderation and safety measures implemented within our Services.

- **Outlawed Activities:** You shall not use our Services for any outlawed activities inclusive but not limited to downloading torrent, for accessing gaming application or crypto mining.
- **Reverse Engineering:** You shall not use or attempt to use our Services to reverse engineer, decompile, or otherwise attempt to obtain the underlying models, algorithms, or source code of the Services. You shall not engage in this or any other activities with regard to our Services to build products that may be competitive with our services.
- **Accuracy:** Our Services are rapidly evolving as we constantly improve to make them more accurate, reliable, safe and beneficial. Given the probabilistic nature of machine learning, use of our Services may, in some situations, result in Output that does not accurately reflect real people, places or facts.
- **Scraping:** You may not scrape or attempt to “crawl” or “spider” any page, data, or portion of our Services, either via manual or automated means or buy, sell, or transfer API keys from, to or with a third party.
- If it is discovered that a user's use of our Services violates Rule 3(1)(b) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, this will lead to the disabling of user access, suspension or termination of the account, and potential penalization under applicable laws.

The above list is indicative and not exhaustive in nature. A prohibited use shall be determined by the Company in our sole discretion and will be in accordance with applicable laws.

Plugin policies

In addition to the disallowed usages of our models detailed above, we have additional requirements for developers building plugins:

- The plugin manifest must have a clearly stated description that aligns the functionality of the Application Programming Interface (API) exposed to the model.
- Avoid incorporating irrelevant, unnecessary, or misleading terms or instructions in the plugin manifest, descriptions within our website's endpoints, or plugin response messages. This encompasses directives discouraging the use of other plugins or attempting to influence or prescribe model behavior.
- Refrain from using plugins to bypass or disrupt our safety systems.
- Avoid utilizing plugins to automate interactions with real human beings, either by simulating human-like responses or by responding with pre-programmed messages.

Like our other usage policies, we expect our plugin policies to change as we learn more about use and abuse of plugins. The users are strongly advised and requested to keep themselves updated with the terms and conditions and amendments thereto.

3. Maintenance & Support

3.1. Krutrim Cloud provides remote technical assistance (“Support”) relating to your use of the Platform by email integrated into the Platform or, subject to subscription to a service option giving you access to it, through email id provided on the Platform website. Only the holder of the account opened on the Platform or a person explicitly designated by him/her has the right to use this Support.

3.2. The price of the Support is included in the Platform's invoicing price for any specific request for advice in the use of the Platform or for any intervention to restore normal use of the Platform. Requests for specific services may be invoiced with the Customer's express Contract.

3.3. Krutrim Cloud will use its best efforts to respond as quickly as possible to requests sent to Support. However, the Customer acknowledges and agrees that, except as specified in the Premium Support Policy which may be subscribed to at any time by the Customer, Krutrim Cloud does not provide any guarantee as to the response time and handling of reported incidents.

3.4. A "Critical Incident" is an incident that completely prevents the use of the Platform. A "Major Incident" is deemed to be an incident that substantially degrades or restricts the performance and/or one or more major functionalities of the Platform.

3.5. Customer acknowledges and agrees that in order to correct, prevent or terminate an incident, Krutrim Cloud may access all of Customer's data and applications and make any changes, deactivations or deletions deemed necessary to resolve the incident. Krutrim Cloud may also perform any updates to the Platform and software on which the proper performance of Customer's application depends.

3.6. Customer acknowledges that the Platform is provided to Customer as is, and that it is impossible for Krutrim Cloud to guarantee the absence of any anomalies or to promise to correct all anomalies, errors, incidents or other problems that may affect the use of the Platform. Customer also acknowledges that Krutrim Cloud cannot guarantee the proper functioning of the Platform on all computer systems on the market, and that it is therefore the Customer's responsibility to use a system that is compatible with the Platform and its ongoing development.

4. Price and Payment

4.1 The use of the Platform is subject to the payment of a sum which amount depends on the subscribed services, hereafter called "Fee". Any order placed by the Customer implies acceptance of the associated Fee amounts as indicated, exclusive of taxes, in our Service price list accessible on our Platform.

4.2 The amount of the Fee is payable monthly in advance (in arrears) for any subscribed service. Any month started is due, however when applicable the amount of the Fee will be calculated on a pro rata basis according to the number of days remaining.

4.3 At its sole discretion, Krutrim Cloud may ask the Customer to enter a valid means of payment on the Platform and to provide information useful for the verification of the Customer's identity. Access to the Platform may then be suspended until the requested information is received and processed.

4.4 Krutrim Cloud is free to revise its price list at any time. If applicable, the Customer will be informed by e-mail of the change of the Fee price at least thirty (30) days before the date of application of the new price. Any use of the Platform after this date shall constitute acceptance of the new price, the Customer being free to terminate with immediate effect, without notice and without compensation between the date of notification of the new price and its effective date.

4.5 Any delay in payment by the Customer of more than thirty (30) days after the due date of an invoice constitutes a serious breach of the Customer's obligations, giving Krutrim Cloud the right to suspend the Services without notice under the conditions indicated in Section 10. In the event of non-payment of all or part of the Fee, any unpaid amount will automatically and by operation of law produce late interest from day to day until the date of its full payment in principal, interest, costs and accessories, at a rate equal to FIVE (5) times the legal interest rate, without the need for a reminder and without prejudice to damages and other recoveries of costs that Krutrim Cloud reserves the right to seek in a judicial manner.

5. Security

Our Security Program

We will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) safeguard the Services and Customer Content from inadvertent or unlawful loss, access, or disclosure, (b) recognize reasonably foreseeable internal risks to security and unauthorized access, and (c) mitigate security risks by conducting routine risk assessments and testing.

6. Our Security Obligations

As part of our information security program, we will: (a) implement and enforce policies related to electronic, network, and physical monitoring and data storage, transfer, and access; (b) deploy production infrastructure behind VPNs where possible; (c) require multi-factor authentication for users; (d) configure network security, firewalls, accounts, and resources for least-privilege access; (e) maintain a logging and incident response process; (f) maintain corrective action plans to respond to potential security threats; and (g) conduct periodic reviews of our security and the adequacy of our information security program as aligned to industry best practices and our own policies and procedures.

7. Monitoring of Usage

To ensure optimal platform performance, we will monitor machine utilization. Accounts with no machine utilization for consecutive 12 hours will be terminated.

8. Intellectual Property

These Terms do not provide you with any right, title, or interest in our Services, our trademarks (registered or applied for), or other intellectual property of Krutrim Cloud.

You retain all intellectual property rights attached to the data you own and upload to the Platform. For the strict purposes of operating the Platform and performing these Terms, however, you grant to Krutrim Cloud, on a worldwide basis and for the duration of the Contract, the non-exclusive, transferable and sub-licensable right to reproduce, adapt, modify, publish, make available to the public, or otherwise use any data and applications that you post on the Platform. To the fullest extent permitted by law, Krutrim Cloud will not provide third parties with access to any such data and applications, except for those you have chosen to share with third parties in your Use of the Platform.

By registering on the Platform and deploying an Application, you grant Krutrim Cloud the irrevocable right to use your trademarks, logos, names, and other distinctive signs throughout the world and on all physical or immaterial media for the purpose of advertising your use of Clever Cloud's services, in particular on its website, its commercial presentations and its communication media. This authorization is valid for the entire duration of the Contract and for 2 (two) years following the termination of the Contract.

We welcome any and all feedback, ideas for improvement, product proposals, and other suggestions. However, if you provide this to us, you recognize that we may use this without restriction and without any further notice or compensation to you.

Copyright Notices: If you believe that we are infringing your or any third-party copyright, you can send us a notice to legal@olakrutrim.com. On receipt of a compliant notice, we shall work to promptly remove or disable material identified as infringing. Please include the following information in your notice:

- A description of the work or works you claim infringing;
- A description of the content on our Services you claim to be infringing;
- Your contact information, including mailing address, telephone number, and email address;
- Your statement confirming a good faith belief that use of the material in the manner complained

of is not authorized by the copyright owner, its agent, or the law;

- Your statement confirming that the information you've provided is accurate;

- If you wish to remove certain materials from our platform you can send us a takedown notice request and other required information in a format provided here.

Counter-Notice

If you believe your User Content that was removed(or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice along with the data in relation to identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled and other relevant details.

Repeat Infringer Policy

In accordance with the applicable laws, Krutrim has adopted a policy of terminating, in appropriate circumstances and at the Krutrim's sole discretion, users who are deemed to be repeat infringers. Krutrim may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. Disclaimer of Warranties

OUR SERVICES ARE 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 THE SERVICES, 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 THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. IN ADDITION, IN THE EVENT YOU ARE IN BREACH OF ANY TERMS AND CONDITIONS HEREIN, YOU CANNOT MAKE ANY CLAIM AGAINST US.

10. Limitation of Liability

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR INR.5000. THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

10. Indemnity

If you are a business or organization, to the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services and Content or any violation of these Terms.

11. Termination and Suspension

Termination: You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to our Services or delete your account if we determine:

- You breached these Terms.
- Delay or non-payment of the fee.
- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to our website, our users, or anyone else, as decided in our sole discretion.

We also may terminate your account if it has been inactive for over a year OR if you have used your account in a manner determined not to be permitted use as defined in Section 2 above.

If you believe we have suspended or terminated your account in error, you can write to us at support@olakrutrim.com.

Discontinuation of Services:

We may decide to discontinue our Services, but if we do, we will give you advance notice.

12. Dispute Resolution

These Terms are subject to the laws of India. Any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of our Service (collectively, "Disputes") the parties shall attempt to settle the same amicably, through negotiation and consultation at such offices of Krutrim or as Krutrim may designate. In the event the dispute is not resolved internally after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The reference shall be made to a sole arbitrator mutually appointed by Krutrim and You. The seat of the arbitration shall be Bengaluru, Karnataka, India. Subject to the above, any Dispute will be subject to the exclusive jurisdiction of courts in Bangalore, India.

Exceptions. This section does not require informal dispute resolution or arbitration of the following claims: (i) individual claims brought in small claims court; and (ii) injunctive or other equitable relief to stop unauthorized use or abuse of the Services or intellectual property infringement or misappropriation.

13. General Terms

Severability. If any part of these arbitration terms is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class arbitration, class action, or representative action, this entire dispute resolution section will be unenforceable in its entirety.

Assignment. You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate,

subsidiary, or successor in interest of any business associated with our Services.

Delay in Enforcing These Terms. Our failure to enforce a provision is not a waiver of our right to do so later. Except as provided in the dispute resolution section above, if any portion of these Terms is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible and it will not affect the enforceability of any other terms.

Trade Controls: You agree to comply with all relevant trade control laws and regulations applicable to your trade activities in India. Non-compliance with these laws and regulations may lead to appropriate legal actions, and you shall indemnify us against any resulting losses or damages.

Entire Agreement: These Terms contain the entire agreement between you and us regarding the Services and, other than any Service-specific terms, supersedes any prior or contemporaneous agreements between you and Krutrim.

14. **Changes to These Terms or Our Services.** We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.

The use of any of our Services after such an amendment to the Terms shall be considered an acceptance of all changes to the Terms and changes will be notified to you. If you do not agree with the revised Terms, you must immediately cease any use of our Services.