

## **TERMS OF USE OF THE PLATFORM**

Please refer to the following terms of use (“**Terms**”) of the Platform (*defined below*) before availing the Platform’s services. Use of Platform includes browsing, accessing, downloading, registering, referring, linking, endorsing or any other use of the Platform for any purpose whatsoever. By using the Platform, you agree with the terms of this Agreement and shall be bound by the Terms. You shall not use the Platform if you do not agree with any of the Terms.

### **1. Definitions**

1.1. The following definitions apply to the terms and conditions set out below that govern these Terms:

- (a) “Applicable Law” or “Law” means any applicable laws, statute, enactment, act of legislature, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments, regulation, notification, directives, order or other pronouncement of any government or governmental authority, tribunal, arbitral tribunal, court, or recognized stock exchange, including any other pronouncement having the effect of law.
- (b) “Participant” means a person registered on the Platform who shall be eligible to transact with You.
- (c) “Privacy Policy” means privacy policy available on the Platform.
- (d) “Transaction” means a transaction entered into between You and a Participant.
- (e) “You” or “your” means the User, who signs up on the Platform, and/or such User’s authorised agent, officer or employee.

### **2. Applicability**

2.1. These Terms apply to you as soon as you register on the Platform as a user (“User”) for the purpose of availing the Platform’s services (“**Purpose**”).

2.2. If You do not intend to be bound by these Terms, You shall not avail the use of the Platform for the Purpose. By signing up or registering on the Platform as a User, You agree that the use of the Platform shall be at your own risk.

2.3. We have the sole discretion in limiting / providing / restricting / modifying any service available to You on the Platform.

### **3. Eligibility and conditions**

3.1. The User shall be an entity existing validly under the Laws of India, and competent to enter into a valid and binding agreement in India.

3.2. You shall have the sole responsibility to comply with the requirements under the Applicable Laws. We shall have the authority to terminate your services if you are found in breach of any Applicable Law.

3.3. To engage with Us for the Purpose, You are first required to register on the Platform by creating Your account (“Account”). We may perform certain verifications to confirm your identity and veracity of the Information provided by You to create an Account on the Platform. By creating your Account on the Platform, you agree and consent to (a) these Terms; (b) Privacy Policy available on the Platform (available at <https://www.recurclub.com/>); and (b) provide any such information as may be required by Us to register You and create Your account on the Platform. You shall not sell, transfer or otherwise allow third parties to access your Account.

3.4. In order to offer certain features of the Platform to You, We may be required to verify details provided by You including but not limited to identity, constitutional information or corporate authorisations. In case You do not provide such information, You may be unable to access certain features of the Platform.

3.5. If you wish to deactivate or cancel Your Account with the Platform by writing to [support@founderlink.ai](mailto:support@founderlink.ai). Any cancellation of Your Account shall not relieve You of any prior obligation or liability accrued pursuant to Your registration and use of the Platform.

3.6. We shall have the right to suspend or block your Account if We have reasonable grounds to believe that there may be a breach in the security of your Account or we suspect any unauthorised or fraudulent use of your Account or when required by Law. We shall remove such block or provide you with a new Account as soon as reasons for such discontinuance cease to exist.

3.7. We have the right to delete your Account or cancel access to the Platform for any reason whatsoever, at any time at our discretion. We shall also suspend or limit your access to the Platform as and when may be considered necessary. For the aforesaid, we shall make all reasonable efforts to notify you and inform you of such an action and the reasons thereof, in any.

3.8. You shall keep the details of your Account secure and shall not share it with any third person. You shall change the password of your Account every 6 (six) months. You shall ensure that your Account password is strong and includes letters, digits and special characters. You shall use Your Account with reasonable care such that any third person cannot see or overhear your Account details. Any person who uses Your Account by virtue of user access granted to such person by You, shall be deemed to represent You and at all times act on Your behalf.

#### 4. Our services

4.1. Your eligibility to use the Platform to avail any services or any part thereof shall be determined solely by Us based on eligibility criteria determined by Us and disclosed on the Platform. The access provided to You is for use of the Platform only in accordance with these Terms and in connection with the Purpose.

4.2. The various features offered by the Platform enable different forms of interactions with other users of the Platform. You may be required to accept special terms and conditions, execute additional documentation or pay additional fees to access some of these features.

4.3. You acknowledge and agree that: (a) the Platform is solely a technology marketplace and Your registration on the Platform shall not assure You of a transaction with a Participant, and nothing set out herein or any other communications from Us shall be construed as making of such offer to You; and (b) We are merely providing the Platform to enable transactions between You and the Participant, and We do not hold any interest in, or liability in relation to, any such transactions entered into between You and the Participant at Your discretion.

4.4. We take no responsibility for any content that is uploaded by any User on the Platform, and further, You shall be solely responsible for Your actions in utilising such content and availing the Platform.

4.5. We have the right to discontinue or change Your access to the Platform at any time and shall not be liable for the same.

#### 5. Transactions on the Platform

5.1. You hereby agree to be bound by all conditions accepted by You electronically by using the Platform, in the course of availing the Platform's services.

5.2. In respect of each transaction between You and any Participant, upon the parties confirming their intention to enter into the transaction: (a) You shall consent to and execute all relevant transaction documents, as facilitated by the Platform; and (b) take all actions as may be necessary to consummate the transactions. The Transaction entered into between You and the Participant, including all rights and remedies that may be exercised thereunder, shall be governed by the relevant transaction document(s) and You shall at all times comply with the provisions of such transaction document(s) executed *inter alia* between You and the Participant.

5.3. Until such time as You remain registered on the Platform and for 12 months thereafter, You shall not enter into any arrangements with the Participant, without: (a) Our prior knowledge; and (b) use of the Platform.

#### 6. Your use of the Platform

##### 6.1. You shall:

6.1.1. at all times fully comply with the terms of the transaction documents entered into by You, and any conditions and/or terms accepted by You on the Platform ("Transaction Terms").

6.1.2. not at any time disparage or defame, nor damage the goodwill and reputation of, the Platform and/or the services.

6.1.3. not use the Platform except in accordance with these Terms.

6.1.4. at all times provide all such co-operation or assistance as may be reasonably requested by Us for providing services under this Agreement.

6.1.5. not use the Platform for any of the following commercial uses unless you obtain the Our prior written approval: (i) sale of access to the Platform; and (ii) sale of advertising, sponsorships, or promotions placed on or within the Platform.

6.1.6. not download or copy content but you shall be permitted to do so only to the extent that such download is expressly permitted in writing on the Platform. No right, title or interest in any downloaded materials or software is transferred to You as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Content, the Platform or any related software.

6.1.7. agree to receive installs and updates from time to time from Us.

6.1.8. not use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that accesses the Platform in a manner that sends more request messages to Our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

6.1.9. not use the Platform in any way that is fraudulent or unlawful.

6.2. As a User, you may be entitled to submit content on the Platform (“User Content”). You shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content on the Platform. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the User Content that you submit; and you grant limited license to the Company to all patent, trademark, trade secret, copyright or other proprietary rights in and to such User Content for publication on the Platform pursuant to these Terms and Conditions for the duration the said User Content is available on the Platform. For clarity, you retain your ownership rights in your User Content. However, by submitting User Content to the Company, you hereby grant the Company a limited, worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use, reproduce, distribute, display, publish, make available online or electronically transmit, the User Content in connection with the Platform and the Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Platform in any media formats and through any media channels. You also hereby grant each User of the Platform a limited, non-exclusive license to access your User Content through the Platform. The above licenses granted by you in the User Content you submit to the Platform terminate within a commercially reasonable time after you request the Company to remove or delete your Account and User Content from the Platform. You understand and agree, however, that the Company may retain, but not display, distribute, or perform, server copies of your User Content that have been removed or deleted.

6.3. We use internally developed systems for providing You access to and facilitating Your use of the Platform. These systems may encounter technical or other limitations, and computer and communications hardware systems might experience interruptions. Further, We continually enhance and improve these systems in order to increase the level of use of the Platform. We may also add additional features and functionality to Platform that might result in the need to develop or license additional technologies. Increased utilisation of the Platform or providing new features or functionality may cause unanticipated system disruptions, slower response times, degradation in levels of customer service, and delays in reporting accurate financial information. You agree that We shall not be liable to You or to any third-party claiming through You, for any such failures contemplated herein.

## 7. Cashback

7.1. Depending on the services availed by You through the Platform, You may be entitled to certain cashback benefits on the Platform (“**Cashback Benefits**”). In order to avail these cashback benefits, You shall provide details of each Transaction undertaken by You on Our Platform.

7.2. The cashback to be paid to You by Us shall be made after deducting any currency conversion charges or any banks charges, or fees payable in order to effectuate the transfer of the Cashback Benefits.

## 8. Representations and warranties

8.1. You hereby represent and warrant to Us that:

8.1.1. You have the full capacity, power and authority to enter into, deliver and perform the Agreement;

8.1.2. all actions on Your part necessary for the authorisation, execution and delivery of, and the performance of Your obligations under these Terms and/or the Transaction Terms have been duly taken and obtained;

8.1.3. You are duly incorporated and validly existing under Applicable Laws, and have the necessary power and authority to carry on its business as it is currently being conducted;

8.1.4. the execution, delivery and performance (or any of the foregoing) by You of these Terms and Your obligations hereunder constitute a valid and legally binding obligation on Your part, enforceable in accordance with its terms and will not: (a) conflict with or result in any material breach or violation of any instrument, contract or other agreement or arrangement (including terms of any other financings availed by You); (b) result in a violation or breach of or default under any applicable Laws; or (c) violate any order, decree or judgement against, or binding upon, You;

8.1.5. any transactions entered into by You through the Platform shall at all times comply with provisions of applicable Laws (including the Prevention of Money Laundering Act, 2002) and all payments made by You pursuant to such transactions shall be made through authorised banking channels only; and

8.1.6. all Information provided, or that may be provided, by You to the Platform has been provided or shall be provided in good faith and is or shall be true, accurate, correct and not misleading, and You have not omitted or withheld and shall not omit or withhold any Information reasonably requested by the Platform, and You shall inform Us if any Information provided by You becomes untrue, inaccurate, incorrect or misleading.

## 9. Term and termination

9.1. These Terms shall be binding and applicable to You till your Account is deactivated/deleted by You or Us. Deactivation or deletion of your Account will terminate our relationship with You and You can no longer access the Platform.

9.2. Any cancellation of Your Account shall not relieve You of any prior obligation or liability accrued pursuant to Your registration and use of the Platform.

## 10. Indemnity

10.1. You shall indemnify, defend and hold harmless Us, and Our employees, directors, shareholders, affiliates and agents, promptly upon demand, from and against any liabilities, costs, charges, expenses (including reasonable and documented attorney fees and expenses), claims, demands, actions, damages or losses of any nature whatsoever which may, at any time, arise out of or result from: (a) any inaccuracy or breach of Your representation or warranty herein; and/or (b) fraud, gross negligence, wilful default or breach of Your obligations under these Terms.

10.2. Your obligations under this paragraph 10 shall survive the termination of these Terms.

## 11. Disclaimer

11.1. We do not endorse or act on behalf of any third party. In the event You contract with / engage the services of / interact with any third party, through the Platform, We will not be liable to You for any act or omission by such third party in relation thereto.

11.2. We hereby expressly disclaim all warranties and representations of any kind with respect to any and all content and features available on the Platform, including but not limited to warranties on merchantability or use for a particular purpose whether or not We know or have reason to know or has been advised of any such purpose.

11.3. The Platform, and its services, is provided on an 'as is' and 'as available' basis without any representation or warranties, express or implied except otherwise specified in writing.

## 12. Confidentiality

12.1. Each party ("Receiving Party") shall keep all confidential information relating to the other Party ("Disclosing Party") and shall not use such Confidential Information of the Disclosing Party for any purpose other than for the purposes of the transactions contemplated under these Terms. The Receiving Party covenants that it will not make copies of any such Confidential Information of the Disclosing Party or any part thereof except as required under these Terms and it shall disclose such Confidential Information to only those employees, directors, officers, consultants and personnel for whom it is necessary for the performance of the obligations contained herein on a "need to know" basis. The Receiving Party shall at all times use the same degree of care, precautions and measures

that it uses to protect the confidentiality of its own proprietary and Confidential Information, which shall not in any event be less than measures considered reasonable to protect such information.

12.2. Nothing in this paragraph 12 shall restrict a Receiving Party from disclosing Confidential Information for the following purposes: (a) to the extent that such Confidential Information is: (i) in the public domain other than by breach of these Terms, (ii) validly received by the Receiving Party without breach of any obligation owed to the Disclosing Party, and/ or (iii) is lawfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (b) to the extent that such Confidential Information is required to be disclosed by any applicable Law or required to be disclosed to any governmental authority or stock exchange to whose jurisdiction such Party or its affiliate is subject or with whose instructions it is customary for it to comply, provided that the Receiving Party shall to the extent practicable and legally permissible: (i) give the Disclosing Party whose Confidential Information is proposed to be disclosed, reasonable notice of such requirement; and (ii) reasonably co-operate with the Disclosing Party whose information is proposed to be disclosed, to obtain confidential treatment for the Confidential Information disclosed pursuant to such requirement; and (c) to the extent that We are required to disclose Your details to the Participants for the purpose of offering You services of the Platform.

12.3. Notwithstanding contained herein or any other understandings between us, You agree that We and our affiliates may, in accordance with applicable Laws, collect, process, monitor, analyse, hold, use, (but not disclose to third parties) data, suggestions, feedback, and information collected from You in connection with the access and use of the Platform and its services, and related systems and technologies, for improvement, enhancement, maintenance and operation, and corrective or diagnostic functions in connection with the Platform and its services. The provisions contained in this paragraph 12.3 shall survive the termination of these Terms.

12.4. For the purpose of this paragraph 12, “Confidential Information” means all information (in any format including graphic, written, electronic or machine-readable form and on any media) which is confidential and proprietary to a You or Us, including information of value or significance to a party such as their intellectual property, trade secrets, content, data, techniques, plans, designs, programs, customer and supplier information, organisational structure, financing relationships or terms, service provider or vendor relationships and terms thereof, processes, know-how, methodologies, or other information not in the public domain pertaining to the business or affairs of such party, which is disclosed or exchanged in the course of Your use of the Platform.

### 13. Intellectual property

13.1. We and Our affiliates retain all rights, title, interest and ownership of the intellectual property rights in and to any services provided hereunder, the Platform and the underlying documentation thereto (including upgrades, copies, improvements, enhancements, derivative works and modifications thereof). We and Our affiliates shall not be deemed to have granted to You any rights, title, interest or license in or to the Platform or any services provided thereunder, except for the limited rights expressly set forth in these Terms. No rights with respect to the Platform or any related intellectual property rights, other than those specified hereunder, are granted or implied by virtue of these Terms. You shall not, directly or indirectly, dispute or contest Our and/or Our affiliates’ ownership of the Platform, the non-exclusive nature of right to access the Platform granted to You, and the validity of Our and Our affiliates’ intellectual property rights in or to the Platform, or Our and Our affiliates’ ownership thereof. You hereby agree not to take any action that would prejudice or interfere with the validity or ownership of the Platform or Our and Our affiliates’ intellectual property rights thereto or therein.

13.2. We and our Affiliates shall be and remain the owner of: (a) all intellectual property rights owned by Us and/or Our affiliates; (b) all intellectual property rights obtained or developed by Us and/or Our affiliates; and (c) all intellectual property rights that constitute derivative works of those items included in either sub-clauses (a) or (b) above.

13.3. You shall retain all rights, title, interest and ownership of the rights pertaining to Your intellectual property rights. Notwithstanding the foregoing, You hereby acknowledges and agrees that We shall be entitled to use Your name or brand name, logo and trademark for offering services to You.

13.4. For the purpose of this paragraph 13, “intellectual property” means and includes ideas, concepts, creations, discoveries, inventions, improvements, know-how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models methods, procedures, processes, systems, principles, algorithms, domain names, websites, web and mobile applications, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, proprietary techniques, copyright, and other confidential and proprietary information, databases,

data, documents, instruction manuals, records, memoranda, notes, user guides, in either printed or machine-readable form, whether or not copyrightable or patentable or protectable under any other intellectual property Law, or any written or verbal instructions or comments, and all other intellectual and industrial property rights throughout the world, any and all goodwill associated with and symbolised by the foregoing items.

13.5. We are the author and publisher of the Platform, and all variations, revisions, editions and ancillary services of the Platform (including all files, images and downloadable material and other content available on Platform).

#### 14. Miscellaneous

14.1. These Terms shall be governed by, and interpreted in accordance with, the Laws of India. Subject to paragraph 14.2 below, the courts in New Delhi, India shall have exclusive jurisdiction over all matters arising pursuant to these Terms.

14.2. Any dispute, controversy or claim arising out of or in connection with these Terms (“Dispute”) shall be referred to and finally resolved by arbitration in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996. Each party shall appoint an arbitrator within a period of 10 (ten) days from the date on which written notice to initiate arbitration is delivered by the disputing party, and the arbitrators so appointed shall then mutually appoint a third, independent arbitrator. The seat for arbitration shall be in New Delhi and the language for arbitration shall be English. The arbitration award shall be final and binding and shall be enforceable in a court of law with jurisdiction.

14.3. Neither these Terms nor any right or interest hereunder will be assignable by You without Our prior written consent.

14.4. If any provision of these Terms, or its application, is held invalid by a court of competent jurisdiction, the remainder of these Terms, and the application of such provision to persons, or circumstances other than those with respect to which it is held invalid, will not be affected.

14.5. No waiver of any breach of any provision of these Terms nor failure and / or delay in exercising any right, power, privilege or remedy shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof or in any way impair or affect the exercise of such right, power, privilege or remedy, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

14.6. We may revise or replace these Terms any time. You shall be informed of such changes to these Terms and such revised or replaced terms shall be updated on the Platform. You shall be liable to ensure that you are aware of the latest version of these Terms available on the Platform. You shall immediately cease any use of the Platform if you do not agree with the revised terms. If you continue using the Platform after these Terms are revised, then You shall be bound by the revised terms.

14.7. We may notify You or request you to accept additional or special terms and conditions in relation to Your access and use of certain features or services offered on the Platform. You agree that You shall access or use such features and services only in accordance with such additional or special terms and conditions as if they were incorporated herein these Terms.

14.8. Nothing contained in these Terms shall constitute or be deemed to constitute a partnership between You and Us, and You shall not hold yourself out as an agent for Us.

14.9. If any of these Terms are determined to be illegal, invalid or otherwise unenforceable in accordance with Applicable Laws by a competent authority, then, to the extent and within the jurisdiction where such term is illegal, invalid or enforceable, it shall be severed and deleted and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

14.10. If you have any queries, complaints or wish to discuss the transactions contemplated hereunder, please contact us at [support@founderlink.ai](mailto:support@founderlink.ai).