

Apurva.ai

Terms of Use for Apurva.ai

Before using Apurva.ai, please take a moment to read and understand these Terms of Use (“**Terms**”). The terms ‘you’, ‘your’ refer to anyone who accesses or uses Apurva.ai (“**Users**”). The terms ‘we’, ‘us’, ‘our’ refer to Apurva.ai. “**The Foundation**” mentioned in the content below refers to C4EC Foundation and the “Platform” mentioned in the content below refers to Apurva.ai.

By accessing or using Apurva, including our application programming interface, software, tools, data, documentation, and website, you agree to abide by these terms, as may be amended from time to time. If you do not agree with any part of these terms, please refrain from using Apurva.

1. What is Apurva.ai?

Apurva.ai is a digital sense making infrastructure for change leaders. It strengthens and boosts your ability to tackle social challenges by unlocking the collective wisdom of the ecosystem in which your organisation operates..

Apurva.ai is created and maintained by [C4EC Foundation](#), a Section 8 company registered under the Indian Companies Act 2013, having its office at No.86, 7th Cross Road, 4th ‘B’ Block, Koramangala, Bengaluru – 560034.

Apurva.ai leverages artificial intelligence and related technologies to offer a transformative suite of capabilities designed to amplify your organisation’s impact at scale while facilitating problem-solving and decision-making capabilities with a community centric approach (“**Services**”).

2. Use and Access of Apurva.ai

- A. Eligibility and Authorisation: By accessing and using Apurva.ai on behalf of an organisation, you affirm that you are an authorised representative of that organisation with the necessary legal and contractual authority to bind the organisation to these Terms. You

agree that your use of Apurva.ai, submission of content, and engagement with the Services shall be in accordance with your organisation's policies, applicable laws, and these Terms. If at any time your authorisation is revoked or you leave the organisation, you must immediately cease using Apurva.ai on its behalf, and the organisation remains responsible for any prior activity conducted under your account. You must be at least 18 years old and legally competent to enter into a contract. By accepting our Terms of Use, you affirm and warrant that you agree to these Terms, and that these Terms are legally binding upon you.

- B. Account Credentials and Security: To access Apurva.ai, you are required to log in with the unique credentials issued to you by Apurva.ai. It is your responsibility to maintain the confidentiality of your account credentials and to monitor and take responsibility for any and all activities carried out using your account. Sharing your access credentials with other individuals is strictly prohibited, and you will be held accountable for any unauthorised use.
- C. Use of your account: In case of suspected unauthorised account activity, you must promptly notify us. You agree and understand that any liability arising due to compromise and/or unauthorised disclosure of your access credentials, which affects your ability to avail our services, is not attributable to us.
- D. Compliance and Usage: You are granted the non-exclusive right to access and utilize Apurva.ai solely in accordance with these Terms and in compliance with all relevant laws and regulations. Any use of Apurva.ai must align and be limited to its intended lawful purpose and not violate any applicable laws.
- E. Feedback and Suggestions: We highly value your feedback. Should you choose to provide feedback, comments, ideas, proposals, or suggestions (Feedback) for improving Apurva.ai, you acknowledge that we may utilize this input to enhance the platform. Content Submission & Ownership: When submitting any content, data, or materials to Apurva.ai, you affirm that you have the necessary rights, permissions, and consents to share such content.
- F. Usage Restrictions: When you use Apurva.ai, you join a vast community of change leaders using Apurva.ai, which involves a certain level of trust. Users are expected to respect that trust and be responsible about their usage of Apurva.ai. When accessing and

using Apurva.ai, you shall refrain from activities including but not limited to the following:

i. Transmitting any personal data namely data which contains any personally identifiable information (PII) of individuals and company identifiable information (CII);

ii. Engaging in activities that infringe upon, misappropriate, or violate the intellectual property rights, privacy, other proprietary rights or any other rights of any individual or entity;

iii. Falsely representing that Outputs generated by Apurva.ai are of human origin when they are not;

iv. Uploading, sharing, hosting, displaying, modifying, publishing, transmitting, storing, updating or promoting any content or information that:

- Is confidential or belongs to another person and to which the user does not have any right;
- is obscene, pornographic, paedophilic, indecent, vulgar, invasive of another's privacy including, bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, discriminatory, defamatory, libellous, unlawful or that a reasonable person could deem to be objectionable, relating or encouraging money laundering or gambling, or an online game that causes user harm, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence, threatening, or otherwise inappropriate ;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission

of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;

- is in the nature of an online game that is not verified as a permissible online game;
- is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game; or

v. Using Apurva.ai in any manner that is harmful to minors, or in any manner that violates these Terms;

vi. Violating any local, state, national, or international law, regulations, or ethical standards;

vii. Impersonating another person or entity, or falsely claiming an affiliation with any person or entity, or accessing the Apurva.ai accounts of others;

viii. Interfering with the proper functioning of Apurva.ai or attempting unauthorised access to its systems or networks;

ix. Uploading or distributing any viruses, malware, or other malicious code. This includes, but is not limited to, actions such as introducing malicious code, scanning critical systems, misuse of data, or utilising the Services in a manner which is opposed to purposes other than those explicitly outlined in these Terms;

x. Using Apurva.ai for any illegal, fraudulent, or malicious activities;

xi. Violating any other usage policies that may be communicated to you periodically;

xii. Reverse-engineering, decompiling, disassembling or otherwise accessing the source code for any software that may be used to operate Apurva.ai.

G. Third-party Software and Services: The underlying software that powers Apurva.ai and any other use of third-party software, services, or products that may be provided in conjunction with Apurva.ai are governed by the terms provided by those third parties. Associated use and/or involvement of any third-party products/services is solely for enhancing our Services and does not constitute endorsement / marketing of such third party offerings. We hold no responsibility and make no representations or warranties for such third-party software/products/services, and encourage you to read their associated terms and privacy policies.

Users are solely responsible for ensuring that the Outputs they use comply with applicable laws, regulations, and ethical standards in their domain or region. The Outputs are not subject to any review, verification, or validation by C4EC Foundation prior to it being presented to the User.

We reserve the right to suspend or terminate accounts or any part of the Services, that violate these rules, without prior notice. You agree that we are not liable for any disruptions or modifications resulting from such actions that may affect the availability of Apurva.ai.

H. Sharing & Distribution: Users are encouraged to share Outputs responsibly. Any Outputs derived from artificial intelligence should not be misrepresented, manipulated, or used in ways that could cause harm, spread misinformation, or violate the privacy rights of any person.

I. Ethical Use of AI Insights: You acknowledge that Apurva.ai uses artificial intelligence to generate insights based on data provided by Users and organisations. While Apurva.ai endeavours to provide accurate and useful insights, this platform does not guarantee their absolute correctness. You agree to use AI-generated Outputs ethically and responsibly, ensuring they are not used for discriminatory, misleading, or unlawful purposes.

J. Monitoring & Enforcement: Apurva.ai reserves the right to review, flag, or remove content that violates these Terms or is otherwise deemed inappropriate. Repeated violations may lead to account suspension or termination.

3. Intellectual Property

A. For the purposes of this Clause

- i. **"Input"** refers to any data, content, queries, instructions, or other materials that you provide to Apurva.ai for processing. This may include, but is not limited to, text-based content, structured datasets, prompts, feedback, or any other form of information submitted to interact with the Services' capabilities.
- ii. **"Output"** refers to any results, insights, recommendations, reports, or other data generated by Apurva.ai in response to the provided Input. Output may be derived from AI-driven analytics, machine learning models, or other computational processes and is provided to Users based on the selected platform functionality.

B. Rights to Content: You agree to provide Input to Apurva.ai and receive Output based on the selected Apurva.ai capability. By submitting such Inputs, you grant Apurva.ai a non-exclusive, worldwide, royalty-free license to use, store, process, analyze, display, and distribute this content solely for the purpose of generating Outputs in response to the Inputs submitted. You represent and warrant that your Input complies with all applicable laws, regulations, and Apurva.ai's policies and that you have the necessary rights, permissions, and authorisations to provide such Input. Apurva.ai assigns you all rights to the Output, granting you the ability to use it for any purpose, including commercial use. We disclaim any liability arising from and pursuant to how you apply, adapt, or otherwise utilise the generated Output. You accept and agree that your use of our Services and AI-generated Outputs are at your sole risk, and understand that any liability incurred in consequence of the reliance on these shall not be attributable to Apurva.ai. While you have the ability to leverage the Output for the benefit of your organisation, we do not guarantee exclusivity or originality of any Output, and clarify that the Outputs may be similar to Outputs provided to other Users. Notwithstanding the aforesaid, Apurva.ai reserves the right to use and retain content to comply with legal obligations, and enforce its policies.

- C. **Consent to Contribute Knowledge:** By using Apurva, you consent to providing Input necessary for generating the desired Output based on the Apurva.ai capabilities utilized. You acknowledge that Input is essential for Apurva.ai to perform and deliver its services effectively.
- D. **Accuracy:** Apurva.ai utilizes advanced AI and machine learning technologies, which may occasionally generate errors. Users are responsible for evaluating the accuracy of the Output based on their specific use case and should conduct human reviews where necessary to ensure reliability.
- E. **Trademarks and Logos:** All trademarks, service marks, logos, and branding are the property of their respective owners. These are protected under applicable intellectual property laws. Any use, reproduction, or modification of such trademarks or logos is prohibited without express prior written consent from the respective proprietary owner.
- F. **No Transfer of Ownership:** These Terms do not confer any transfer of ownership of Apurva.ai, its technology, or its intellectual property, all of which shall remain the sole property of the C4EC Foundation. Users agree that they shall not assert ownership or proprietary claims over Apurva.ai, its services, its application, or the ultimate result generated by the use of such Services.

4. Payment Terms

No payments or grants are expected nor shall be provided or received between Apurva.ai and you.

5. Privacy & Security

a. **Handling of Content:** Our employees, contractors, subcontractors, vendors or service providers, may have access to your Inputs, including providers of hosting services, cloud services, and other information technology services providers, and web analytics services, among others. Pursuant to our instructions, these parties will access, process, or store your information only in the course of performing their duties to us.

b. Technical and Organisational Security Measures: We implement appropriate and reasonable technical and organisational measures designed to secure Apurva.ai's content from accidental loss and unauthorised access, use, alteration or disclosure. While we strive to ensure the security of content, please be aware that no method of transmission over the internet or electronic storage is 100% secure. Therefore, we cannot guarantee absolute security.

c. Permissions and Authorisations: By recording and/or uploading Inputs to Apurva.ai, Users must ensure that they do not infringe upon the rights of any individuals or entities, including their right to privacy and intellectual property rights.

d. Function of AI systems: Apurva.ai incorporates practices that seek to minimize biases, and prevent corruption of data, promote fairness, and maintain transparency to the extent feasible. However, since AI tools and systems are dynamic in nature, it is not feasible to predict consistency and validity of Outputs in each scenario. Users are expected to apply reasonable discretion while making use of Outputs and are encouraged to use our Services to improve capabilities rather than treating it as the inherent mechanism driving a function.

6. Termination of Services & Data Retention

- a) Termination of Access: C4EC Foundation reserves the right to terminate or suspend User accounts and organisational access in cases of policy violations, security concerns, or at the organisation's request.
- b) Data Retention Post-Termination: Upon termination, C4EC Foundation may retain User and organisational data for a limited period to comply with legal, regulatory, and operational obligations. After this retention period, data may be permanently deleted, unless required for legal or compliance reasons.
- c) User-Requested Data Deletion: An organisation may request the deletion of their data by submitting a formal request to Apurva.ai's support team.
- d) Effect on Inputs & Outputs: AI-generated Inputs from User data may remain accessible to other authorised users within the organisation,

depending on prior access controls communicated to us. However, no further insights will be generated from deleted accounts or data.

7. Data Collection, Storage, Protection & Compliance

- a) Data Collection & Usage: Apurva.ai collects data provided by Users, including but not limited to organisation-related content, user interactions, and analytics insights. This data is collected to enhance platform functionality, provide AI-driven insights, and improve user experience.
- b) Data Storage & Security: Apurva.ai implements industry-standard security measures to protect user and organisational data from unauthorised access, loss, or misuse. However, no system is completely secure, and Users acknowledge that they share data at their own risk.
- c) Data Ownership & Access Rights: Apurva.ai reserves the right to access, process, and analyze this data strictly for operational, compliance, and service improvement purposes.
- d) Compliance with Data Protection Laws: Apurva.ai adheres to applicable data protection regulations. Users acknowledge that their data may be processed in accordance with these laws and agree to CE4C Foundation's privacy practices.
- e) Use of Aggregated or Anonymized Data: Apurva.ai may use aggregated, de-identified, or anonymized data for research, analytics, and service enhancements. This data will not be used in a way that directly identifies any individual or organisation without explicit consent.

8. Indemnification; Disclaimers of Warranty; Limitation of Liability

a. Indemnity: You hereby indemnify, defend and hold harmless C4EC Foundation and all of our trustees, advisors, officers, employees, coordinators, owners, agents, information providers, affiliates, partners, licensors and licensees (collectively, "**the Indemnified Parties**") from and against any and all liability and costs (direct, indirect, incidental, special, consequential, punitive, or exemplary damages), including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in

connection with any claim arising out of (i) the Input and the Output generated through such Input; (ii) Output produced by our Services provided to you by a third party (including other Users); (iii) your use of Apurva.ai or inability to do so, including due to the inputs submitted by you, which may attract claims of intellectual property infringement, defamation, violation of privacy rights, breach of confidentiality, etc.; (iv) your violation of rights of any third party or any action taken by a third party in relation to your use of Apurva.ai; or (iv) any breach by you of these Terms. You shall cooperate as fully as reasonably required in the defense of any such claim.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter in which C4EC Foundation is named as a defendant and/or for which you have indemnity obligations without prior written consent from C4EC Foundation. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

b. **DISCLAIMER: APURVA.AI IS 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 APURVA.AI, 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 YOUR USE OF APURVA.AI WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED. WHILE WE HAVE SAFEGUARDS IN PLACE, APURVA.AI MAY OCCASIONALLY GENERATE INCORRECT OR MISLEADING INFORMATION AND PRODUCE OFFENSIVE OR BIASED CONTENT. APURVA.AI IS NOT INTENDED TO GIVE ADVICE, PROVIDE OPINIONS, OR SHARE INFORMATION BEYOND ITS PROGRAMMING. WE MAKE NO WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS, VALIDITY OR RELIABILITY OF THE OUTPUT GENERATED THROUGH APURVA.AI AND DO NOT ACCEPT RESPONSIBILITY ARISING IN ANY WAY FROM YOUR USE OF THE OUTPUT OR ANY OMISSIONS OR ERRORS CONTAINED IN THE OUTPUT.**

c. **Limitation of Liability:** We strive to provide a reliable and accurate resource, but we cannot guarantee uninterrupted access or error-free operation. Therefore, we shall not be held liable for any damages or losses arising from the use or inability to use Apurva.ai, even if we have been advised of the possibility of such liabilities. Without prejudice to the generality of the foregoing, in no event shall we be liable for any indirect, incidental, consequential, or punitive damages related to the use of Apurva.ai.

9. Modification & Termination of Services

- A. We reserve the right to modify or terminate Apurva.ai, or any part of it, at any time without prior notice.
- B. In case of any non-compliance with these Terms, we reserve the right to suspend/terminate your access to Apurva.ai immediately or remove non-compliant information or both.
- C. We may also modify these Terms from time to time as we are continuously working to develop and improve our services. We may make changes to these Terms due to:
 - a. Changes to the law or regulatory requirements.
 - b. Security or safety reasons.
 - c. Circumstances beyond our reasonable control.
 - d. Changes we make in the usual course of developing our services.
 - e. To adapt to new technologies.

We will notify you of any changes to these Terms. It is your responsibility to review the updated Terms. By continuing to use Apurva.ai after any modifications, you agree to be bound by the revised Terms.

Upon termination, we may preserve information made available by you in relation to the Services under these Terms as required under applicable law.

10. Governing Law and Dispute Resolution

- A. These Terms shall be governed by and construed in accordance with the laws of India. Disputes, if any, will be resolved amicably, failing which the same will be compulsorily referred to a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The venue and seat of arbitration shall be Bengaluru, India. The arbitration shall be conducted in the English language.
- B. Subject to the above, any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts in Bengaluru, India.

11. General Terms

- A. These Terms do not establish a partnership, joint venture, or agency relationship between you and the C4EC Foundation or its affiliates. C4EC Foundation and you are independent contractors, and neither has the authority to bind the other or incur obligations on the other's behalf without prior written consent.
- B. If any provision of these Terms is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that most closely aligns with the intent of the original provision.

Use of Logos and Trademarks:

- Both the User and the C4EC Foundation agree to allow the use of their logos and trademarks on their websites and networks.
- Use must adhere strictly to the provided guidelines, specifications, and instructions.
- Unauthorised use or deviations from the guidelines will be considered a breach of these Terms.

12. Grievance Redressal

If you have any concerns or questions in relation to these Terms or our Services, you may address them to [contact@apurva.ai] and we will get back to you.