

## Terms of Use

WITH EFFECT FROM APRIL 1, 2020

This is a legal agreement between You (the person accessing, viewing or using the Software, and later referred to as “**you**”, or “**User**” (*as defined below*) as per the context) and Arimon Limited, a company registered in England and Wales with registered number 09044629 and whose registered office is at 84 Richmond Road, London, SW20 0PD (“**Company**”, “**we**”, “**us**” or “**our**”).

We request you to carefully go through these terms and conditions for use of the Company’s software (“**Software**”, which expression shall include, to the extent made available by the Company, on any mobile application associated therewith, if applicable at any date) (“**Terms of Use**” or “**Terms**”) before you continue to access the Software and decide to avail the Services (defined below) of the Company. These Terms of Use apply to your access to and your use of the Software to avail the Services whether through a computer, a mobile phone or any other device, as well as to all information provided by you on the Software. By accessing and using the Software to avail our Services, you irrevocably accept and you shall abide by all the obligations stipulated in these Terms of Use as well as the Company’s Privacy Policy available at [https://digilytics.ai/Privacy\\_Policy.pdf](https://digilytics.ai/Privacy_Policy.pdf) , both as may be amended from time to time. These Terms of Use supersede all previous oral and written terms and conditions (if any) communicated to you.

### 1. KEY DEFINITIONS

- 1.1 “**Losses**” means and includes all losses, claims, demands, fines, costs, expenses, damages (whether or not resulting from third-party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys’ and accountants’ fees and disbursements, but does not include any special, consequential or punitive damages;
- 1.2 “**Services**” means any professional or support services being provided to the Users for their use of the Software;
- 1.3 “**Software**” means: (a) the DigilyticsTM, March 2020 software; (b) all upgrades, releases, versions, updates, corrections, fixes, patches, developments, enhancements, and modifications to such software provided or made pursuant to the Services and (c) all help files and documentation applicable to (a) and / or (b);
- 1.4 “**Users**” means and refers to persons who register themselves on the website, for accessing the Software.

### 2. OVERVIEW

- 2.1 The Company is in the business of providing information technology related services and develops and licenses software, and provides related services such as maintenance

and support and other professional services. These Terms outline your rights and our rights in relation to the provision of the Software and Services provided herein, in accordance with the terms of the Agreement. The Software shall be made available by the Company to the User on a software-as-a-service model, whereby the Company will provide access and the ability to the User to use the Software in accordance with these Terms. The Company reserves for itself all other rights and interests not explicitly granted under this Agreement.

- 2.2 We reserve the right, at our sole discretion, to modify, terminate or replace these Terms at any time or any feature of the Software or the Services, without notice and without liability to you or any third-party. We will, however, make reasonable attempts, without being obliged to do so, to notify you of any material revisions. What constitutes a material revision will be determined by us at our sole discretion. Your continued use of the Software will constitute your acceptance of any such revisions. If you do not agree to the new Terms, you shall no longer be authorized to use the Software and/or Services. To make sure you are aware of any changes, please review these Terms of Use periodically. Additionally, the new Terms of Use may be displayed on the Software and you may be required to read and accept them to continue your use of the Software and/or the Services.

### **3. SPECIFIC TERMS OF SERVICE**

#### **3.1 Registration**

- (a) All Users will have to register on the website for availing the Software and/or Services, respectively (“**Registration**”). To register, you may be required to provide your personal details including but not limited to first and last name, email address and the name of your corporate organization and such other information as requested on the Software from time to time.
- (b) Registration is only a one-time process and if you have been previously registered, you will need to login/sign into your account using the same credentials as provided by you during the Registration process (“**Account**”). You are responsible for maintaining the confidentiality of the user name and password for your Account, including but not limited to the restriction of access to your chosen device and/or Account. You agree to accept responsibility for any and all activities or actions that occur with respect to your Account. You agree to: (a) immediately notify the Company of any unauthorized use of your Account or any other security breach; and (b) ensure that you exit from your Account at the end of each session. The Company will not be liable for any Losses or direct or indirect damage arising from your failure to comply with these conditions. You shall be solely held liable for any losses incurred by the Company, any other User or any third-parties due to any unauthorized use of your Account.

- (c) You may not use as a username, a name which is the name of another person or entity or that is not lawfully available for use, or is a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene. You represent and warrant that all users of your Account are above the age of 18 and/or have the necessary authority to undertake relevant actions and that the information provided on or through your Account is accurate, complete, and current at all times. Providing inaccurate, incomplete, or obsolete information may result in the immediate suspension or termination of your Account or your inability to use all or some of the Services.

### 3.2 SMS / E-mail Notifications

You may receive notifications from the Company on your registered mobile number or e-mails and on any app associated with the Software. These notifications could relate to your Registration, transactions that you carry out through the Software, information and updates, promotions and/or such other matters the Company may determine. Further, the Company may also send notifications and reminders to you with respect to your activity on the Software, in relation to the Services. Please note that while the Company endeavours to provide these notifications and reminders to you promptly, the Company does not provide any guarantee and shall not be held liable or responsible for any failure to send such notifications or reminders to you. Users can unsubscribe/opt-out from receiving communications, newsletters and other notifications from the Company at any time by following the procedure set forth on the Software.

### 3.3 Content and Privacy

- (a) The Company will make reasonable efforts and shall endeavor that you are able to use the Software and/or Services without undue disruption, interruption or delay.
- (b) Our Software may also allow certain persons to post, link, store, share and otherwise make available certain information, sensitive bank details and documents, text, graphics, videos, or other material ("**Content**"). You are responsible for the Content that you post on or through the Software, including its legality, reliability, and appropriateness.
- (c) By posting Content on or through the Software, you represent and warrant that:
  - (i) the Content is owned by you and/or you have the right to use it and also authorise us to access the same for the sole purpose of the functionality of the Software, if applicable or as and when required, for the limited purpose of provisioning the Services and
  - (ii) that the posting of your Content on or through the Software does not violate the privacy rights, any applicable data protection laws, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to suspend or terminate the Account of

anyone found to be in breach of these Terms, or other laws, rules or regulations, including intellectual property laws.

- (d) You retain any and all of your rights to any Content you submit, post or display on or through the Software and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Software.
- (e) The Company has the right but not the obligation to monitor all Content provided by you and the same is acknowledged and accepted by you for the purposes of provision of the Services for your use. The Company hereby disclaims any implied warranties, including but not limited to warranties of fitness for use, merchantability, and non-infringement.
- (f) When you use the Software and/or Services, you agree that you are involved in the transmission of sensitive and personal information, including but not limited to your account information (collectively “**SPI**”). Such SPI will be governed according to the privacy policy of the Company which may be accessed here [https://digilytics.ai/Privacy\\_Policy.pdf](https://digilytics.ai/Privacy_Policy.pdf). For any queries regarding these Terms of Use and the collection and use of data collected or processed, the Company can be contacted by mail at 85 Gresham Street, London – EC2V7NQ; by phone at +44 208 947 0137 or by e-mail at [ask@digilytics.ai](mailto:ask@digilytics.ai)

#### 3.4 ACCESS AND USE OF THE SOFTWARE

- (a) By using the Software, you represent and warrant that:
  - i. You have the legal authority as per applicable law to enter into this Agreement and that your use of the Software shall not violate any applicable law or regulation; and
  - ii. You have fully read and understood the Terms of Use and Privacy Policy of the Software and consent to them.
- (b) You will ensure that your use of the Software and/or Services will not violate any applicable law or regulation. Further, you shall ensure that the requisite information provided by you to us for the Software and/or Services is absolutely true, not in violation of any third-party’s intellectual property rights or applicable data protection/privacy laws, up-to-date and correct and nothing material has been concealed, and that you agree to maintain the accuracy of such information. The Company will not be liable for any incident occurring due to incorrect or insufficient information provided by you, whatsoever.
- (c) You acknowledge that you have no rights in, or to, the Software and/or the Services or the technology used or supported by the Software or any of the

Services, other than the right to use each of them in accordance with these Terms, if applicable.

- (d) You expressly understand and agree that:
- i. The information and materials on the Software and/or Services is provided on an “as is” and “as available” basis. The Company and its subsidiaries, affiliates, directors, officers, shareholders, employees, agents, partners and licensors disclaim all warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, uninterrupted use, fitness for a particular purpose and non-infringement;
  - ii. The Company does not warrant that the functions contained in the information and materials on the Software and/or Services, including, without limitation any third- party sites or services linked to the Software and/or Service will be fit for a particular purpose, merchantable, uninterrupted, timely or error-free, that the defects will be rectified, or that the Software or the servers that make such content, information and materials available are free of viruses or other harmful components;
  - iii. Any materials downloaded or otherwise obtained through the Software are accessed at your own risk, and you will be solely responsible for any damage or loss of data that results from such download to your computer system; and
  - iv. If any open-source software is included in the Software or any Services, the terms of an open-source license may override some of the terms of these Terms of Use and further, the Company shall not be liable to the Users for any Losses caused to the Users as a direct or indirect result of such overriding terms of an open-source license.
- (e) You will not do any of the following:
- i. Use the Software or any of the Services in any manner inconsistent with these Terms of Use or Privacy Policy;
  - ii. Use the Services in any way that is unlawful, for any unlawful purpose, or harms the Company, the Software, or any other person or entity, as determined in the Company’s sole discretion, or act fraudulently or maliciously;
  - iii. Decompile, reverse engineer, or disassemble the content on the Software;

- iv. Post or upload any content that is libelous, defamatory, abusive, threatening, harassing, hateful, and offensive or otherwise violates any law or right of any third-party, or engage in any form of antisocial, disruptive, or destructive acts, including “flaming,” “spamming,” “flooding,” “trolling,” “phishing” and “griefing” as those terms are commonly understood and used on the internet;
- v. Copy, transmit, delete, license, store or modify any content on the Software, including but not limited to, any information regarding the Software and the Services, their performance, sales or pricing, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols or logos;
- vi. Post, copy, submit, upload, distribute, or otherwise transmit or make available any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Software and/or Services or any connected network, or otherwise damage, disable, overburden, impair or compromise the Software, our systems or security or interfere with any person or entity's use or enjoyment of the Software and/or the Services; or
- vii. Make false or malicious statements in connection with the Services, against the Software or the Company.

### **3.5 PAYMENT OPTIONS**

You understand and acknowledge that Users will be able to avail the Software and Service free of cost until July 31, 2020, which may be subject to change at any time by the Company. In the event you wish to buy the Software or license it at any point, you will be required to reach out to us at +44 208 947 0137 or by e-mail at [ask@digilytics.ai](mailto:ask@digilytics.ai) for us to better understand your requirement. We will structure an appropriate licensing arrangement for your use and you may be required to execute additional documentation to avail our paid subscription of the Software and Services.

## **4. INDEMNIFICATION**

4.1 You agree to defend, indemnify and hold harmless the Company and its licensees and licensors, affiliates, employees, contractors, agents, officers, directors and shareholders, and the officers, employees and other personnel of the Company from and against any and all Losses, resulting from or arising out of your acts and omissions, including but not limited to :

- (a) your use and access of the Software and/or the Services, by you or any person using your Account and password;
- (b) a breach of or non-compliance with these Terms of Use or Privacy Policy;

- (c) any infringement of any intellectual property or other rights of the Company or any third- party;
- (d) any Content posted on or in relation to the Software and/or Services that are in violation of applicable laws; and
- (e) your breach of any applicable laws;

We will notify you promptly of any third-party claim or demand. We shall have the right (but not the obligation) to undertake or to cause you to undertake the defense of any third- party claims and, compromise and settle such third- party claims on behalf and at the sole risk and expense of the User, provided that you shall not compromise or settle any such third-party claims without our prior written consent, where such consent shall not be unreasonably withheld or delayed. If we choose to undertake the defense of any such third- party claims, you shall unconditionally cooperate and provide us with all necessary assistance, at your sole expense, in defending any such third- party claim or demand.

## **5. LIMITATION OF LIABILITY**

5.1 Notwithstanding anything to the contrary in these Terms of Use or the Privacy Policy, we shall not be liable or responsible for events, including, but not limited to, those set out hereunder:

- (a) any failure to perform, or delay in performance of, any of our obligations under these Terms of Use or the Software and/or Service that is caused by any act or event beyond our reasonable control, including force majeure events;
- (b) any failure to perform, or delay in performance of, any of our obligations under these Terms of Use or the Software and/or Service that is caused by an assigned partner(s) or a third-party service;
- (c) the Software and/or the Services not meeting your individual requirements or the Software and/or the Services containing defects or errors, as the Software has not been developed specifically for you. It is your responsibility to ensure that you only use the Software and/or the Services if its facilities and functions meet your requirements;
- (d) any Losses caused by a distributed denial-of-service, viruses attack, or other technologically harmful material that may infect your device, data or other proprietary material due to your use of the Software and/or the Services;
- (e) any actions or inactions of the other Users of the Software and/or the Services or any breach of conditions, representations or warranties by them.

- 5.2 Additionally, by using the Software or any of the Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Software or any of the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 5.3 To the fullest extent permitted by law, in no event will the Company or its affiliates be liable in respect of the Software and/or the Services for any direct, indirect, special, incidental, punitive, exemplary or consequential damages whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not the Company has been warned of the possibility of such damages. You expressly understand that under no circumstances, including negligence, will the Company be liable to you or any other person or entity for any direct, indirect, incidental, special, remote or consequential damages, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from circumstances, including with respect to:
- (a) the use or the inability to use the Software and/or the Services;
  - (b) the cost of procurement of additional services resulting from any data, information or services purchased or obtained or messages received through or from the Software and / or Services;
  - (c) unauthorized access to or alteration of your transmissions or data; or
  - (d) any other matter relating to the Software and/or Services.
- 5.4 Without prejudice to the foregoing, none of the directors, officers, shareholders, officials or employees of the Company shall be personally liable for any action in connection with the Software or the Services.
- 5.5 Nothing in these Terms of Use shall limit or exclude your liability for death or personal injury resulting from your negligence, fraud or fraudulent misrepresentation, and any other liability that cannot be excluded or limited by law.

## **6. OWNERSHIP, COPYRIGHT AND TRADEMARKS**

- 6.1 We are and we will remain the owner of the Software and the Services thereunder at all times. You acknowledge that copyright in works contained in the Software and the Services, including but not limited to all the features, functionality software, design, text, sound recordings and images, are our exclusive property, except as otherwise expressly stated. You may access or use the Software as a bona fide visitor or only for your use of the Software and/or Services offered pursuant to the Terms.
- 6.2 All trademarks, service marks, trade names, trade dress, and other forms of intellectual property are proprietary to the Company. No information, code, algorithms, content or



material from the Software or the Services may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without our express written permission.

## **7. TERMINATION**

- 7.1 We reserve the right in the event you breach these Terms of Use or the Privacy Policy to suspend or terminate your access to the Software and/or Services with or without notice to you. Any suspected illegal, fraudulent or abusive activity will also be grounds for terminating your access to the Software and/or Services. Upon suspension or termination, your right to access the Software and/or avail the Services shall immediately cease and we reserve the right to remove or delete your information that is available with us, including but not limited to login, Account information and information posted by you.
- 7.2 We reserve the right to (a) cease operating the Software or any of the Services at any time without notice, and/or (b) terminate or modify these Terms of Use.
- 7.3 If a User desires to terminate its Account, you shall contact the Company in writing at [ask@digilytics.ai](mailto:ask@digilytics.ai)

## **8. GOVERNING LAW AND DISPUTES**

- 8.1 These Terms of Use shall be read and interpreted in accordance with the laws of England and Wales.
- 8.2 Any dispute, claim or controversy arising out of or relating to these Terms of Use or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms of Use, or to your use of the Software or the Services or information to which it gives access, shall be first referred to the Company and if the dispute is not resolved within 28 (Twenty eight) days of the referral, the parties can refer the dispute to be resolved by the courts of England and Wales. Subject to the above, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including without limitation non-contractual disputes or claims).

## **9. ACCESS OUTSIDE OF ENGLAND**

The Company makes no representation that the content on the Software and/or the Services is appropriate to be used or accessed outside England. Any users who use or access the Software or avail the Services from outside England, do so at their own risk and are responsible for compliance with the laws of such jurisdiction. These Terms do not constitute, nor may these Terms be used for or in connection with any promotional activities or solicitation by anyone in any jurisdiction in which such promotional

activities or solicitation are not authorized or to any person to whom it is unlawful to promote or solicit.

## **10. SEVERABILITY**

- 10.1 If any provision of these Terms of Use is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms of Use and the remainder of these Terms of Use shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event, these Terms of Use shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

## **11. CONTACT INFORMATION**

- 11.1 Should you have questions about this Terms of Use or the Company's information collection, use and disclosure practices, you may contact us at: [ask@digilytics.ai](mailto:ask@digilytics.ai). We will use reasonable efforts to respond promptly to requests, questions or concerns you may have regarding our use of the information submitted by you on our Software. However, the Company cannot ensure a response to questions or comments regarding topics unrelated to this policy or the Company's privacy practices.

## **12. WAIVER**

- 12.1 No term of these Terms of Use shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Company. Any consent by the Company to, or waiver of a breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## **13. FORCE MAJEURE**

We will not be responsible for any delay or failure to comply with our obligations under these Terms or in performing the Services, if the delay or failure arises due to any event or circumstance beyond our reasonable control.

## **14. ELECTRONIC RECORD**

This document is an electronic record in accordance with law and is generated by a computer system and does not require any physical or digital signatures.

## **15. COMPLETE UNDERSTANDING**

- 15.1 These Terms of Use contain the entire understanding between us and the Users, and there are no other written or oral understandings or promises amongst us and the Users with respect to the subject matter of these Terms of Use other than those contained or referenced in these Terms of Use.

**YOU HAVE FULLY READ AND UNDERSTOOD THESE TERMS OF USE AND VOLUNTARILY AGREE  
TO ALL OF THE PROVISIONS CONTAINED ABOVE.**