

## TERMS OF USE

### 1. GENERAL

- 1.1. This Terms of Use is an electronic record in terms of the Information Technology Act, 2000 and rules thereunder as applicable and amended from time to time. This Terms of Use does not require any physical, electronic or digital signatures.
- 1.2. This Terms of Use is a legal agreement between you and Neuropixel.AI Labs Private Limited, (“**us**”, “**our**”, “**we**”, “**Company**”) with respect to your access and/ or use of our website <https://www.neuropixel.ai/> (hereinafter, “**Platform**”) and/ or our Services (defined below) through the Company Application and/ or through any of various mediums or devices now known or developed at a later date. The Company and User (defined below) are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.
- 1.3. All the capitalised terms are defined in these Terms of Use. For the purposes of this Terms of Use, the term,
  - (a) “**Company Application(s)**” shall mean and include the software application(s) designed by the Company (including the algorithms, codes, designs, workflow) involving various interfaces to enable the Users to use our Services (including through cloud-based access, direct delivery, etc.). It shall also include all materials related to above mentioned software application(s), and all customisations, modifications, releases and updates thereto.
  - (b) “**Company Content**” shall mean and include material/ content in the form of text, images, video, graphics, audio-visual works, and any other work or material available through, contained in, displayed at, communicated through, reproduced at or by the Platform and the Company Application, that is owned or licensed to the Company. It also includes the design, structure, selection, coordination, expression, look, feel and arrangement of the Platform and the Company Application.
  - (c) “**Force Majeure Event**” shall mean any event that is beyond the Company’s reasonable control and shall include, without limitation, sabotage, fire, flood, explosion, acts of God, pandemic, epidemic, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer, computer system or computer network, computer crashes, breach of security and encryption (provided beyond our reasonable commercial control), power or electricity failure or unavailability of adequate power or electricity.
  - (d) “**User**” or “**you**” or “**your**” shall refer to natural person(s) (who are over 18 years) or legal persons who access and/ or use our Platform and/ or our Services.
  - (e) “**User Content**” shall mean all materials, information, photography, writings and other content provided by the User to the Company (including those provided for use in the preparation of and/ or incorporation in our work product, and/ or provision of our Services).

- 1.4. **What We Do:** Currently, we employ artificial intelligence and deep tech to provide high-end cataloguing solutions, create apparel-warped images and amplify digital storefronts. We, *inter alia*, (i) create and render images of synthetic human models, which are customizable based on various parameters; (ii) virtualize real models; (iii) provide virtual try-ons; and (iv) provide other services ancillary to the forgoing, all involving the Company Applications and in accordance with your requirements (hereinafter collectively referred to as the “**Services**”). These Services will be delivered or deliverable by us to you, *via* the Company Applications (or *via* other delivery medium or devices now known or developed at a later date). The Services available to you may vary depending on the nature of your arrangement with us. Further, we may, at our sole discretion, add, modify, or remove any of the Services listed above, and/ or on our Platform/ Company Application(s), from time to time, without special notice to the Users.
- 1.5. Access and use of the Platform and the use of our Services is only authorised subject to your compliance with these Terms of Use. If you do not agree to these Terms of Use, should not use our Platform and/ or Services. These Terms of Use shall apply whenever you access or use the Platform and/ or our Services.
- 1.6. Your access to and/ or use of our Platform and/ or our Services is, at all times, subject to these Terms of Use and all applicable laws, rules, and regulations. Please read the Terms of Use carefully. By accessing or using our Platform and/ or our Services, you agree that you have read, understood, and agree to be bound by the Terms of Use.
- 1.7. Upon your consenting to the Terms of Use and any other policies of the Company (which are incorporated by reference into this Terms of Use), and other arrangements executed with the Company, if any, the Company hereby grants you a limited, revocable, non-assignable and non-exclusive licence to access and/or use the Platform and/ or avail our Services, and the Company will use commercially reasonable efforts to provide you the Services.
- 1.8. Any new features, tools, products or services which are added to the Platform and/ or Company Application, and/ or the subject matter of the Services shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on the Platform. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of or access to the Platform and/ or use of the Services following the posting of any changes constitutes your acceptance of those changes.
- 1.9. Deviations from and/or additions to these Terms of Use are only valid if agreed to explicitly by the Parties.

## **2. COMPANY RIGHTS**

You understand, agree and acknowledge that the Company solely and exclusively owns all rights, title and interest, including rights in intellectual property such as trade mark rights, copyright, patents, trade secrets, design rights (wherever applicable) and any other rights whether recognised by law or business practice or otherwise, whether vested, contingent or



future, and whether or not currently recognised in any jurisdiction in the world (expressly including any and all renewals, revivals, revisions and extensions rights thereof) which subsist in or arise in relation to our business, operations, technologies, algorithms, Company Content, Platform, Company Application(s) and/or Services. Nothing in these Terms of Use shall be construed to mean that you or any third party have any right, title or interest whatsoever in relation to the foregoing.

### **3. SYSTEM REQUIREMENTS**

It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications and is compatible with our Platform and/ or Company Application to enable your access and use of the Platform and/ or our Services.

### **4. USER CONTENT**

4.1. You are solely responsible for any and all User Content displayed on, or transmitted *via* the Platform and/ or the Company Application(s), and the Company disclaims all liability and responsibility even if the Company enables them with the uploading of such User Content onto the Platform and/ or the Company Application(s).

4.2. Users are not permitted to upload, transmit, distribute or otherwise publish through the Platform and/ or the Company Application(s), any content or comments which *inter alia* are, and/or could be considered, to:

- (a) be defamatory, obscene, pornographic, threatening, invasive of privacy, infringing intellectual property rights, proprietary rights, publicity rights or any other rights;
- (b) be abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offence, violate the rights of any party, or that would otherwise give rise to liability or violate any law;
- (c) belong to another person and to which the User does not have any right;
- (d) be grossly harmful, offensive, harassing, blasphemous, paedophilic, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- (e) harm minors in any way;
- (f) deceive or mislead regarding the origin of such messages;
- (g) impersonate another person;
- (h) contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and
- (i) threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or cause incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

### **5. USE OF PLATFORM/ COMPANY APPLICATION**

5.1. You agree to use the Platform and/ or the Company Application(s) only: (a) for purposes



permitted by the Terms of Use; (b) in accordance with the applicable laws, regulations or generally accepted practices or guidelines; and (c) for availing the Services. You agree not to engage in activities that may adversely affect the use of the Platform and/ or the Company Application(s) by us or other users.

- 5.2. You agree not to access (or attempt to access) the Platform and/ or our Services by any means other than through the interface that is provided by us. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, device, software, internet site, web-based service, or other means to access, acquire, copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit any Company Content or anything subject to our rights or create any derivative work and/or content based on any content or rights which is not owned by you or interfere with, or circumvent any right associated with the Company or monitor any portion of the Platform or Company Application(s), or in any way reproduce or circumvent the navigational structure or presentation of the Platform or and/ or the Company Application(s), obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform and/ or the Company Application(s).
- 5.3. You agree that your use of the Platform and/ or the Company Application(s) may give you the opportunity to view, publish, transmit, submit post/queries and/or comment in accordance with these Terms of Use. You undertake that you shall not misuse the content that you access and view, including without limitation, download/store the content by illegal/non-permitted means, or infringe any of Company's/ its licensors' or other users' intellectual property.
- 5.4. You understand and agree that in case the Platform and/ or the Company Application(s) allows you to download or stream any of the content not owned by you, you will not use, sell, transfer or transmit the content to any person or upload the content on any other website, webpage or software, which may violate/cause damages or injuries to any of our rights/ rights of our affiliates/ our licensors and/or other users including privacy rights, publicity rights, and rights in intellectual property. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Platform and/ or the Company Application(s) 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 the Platform.
- 5.5. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain. You agree not to use the Platform and/ or the Company Application(s) for any commercial solicitation or spam purposes. You agree not to spam, or solicit for commercial purposes, any other users of the Platform.
- 5.6. You will not, nor allow third parties on your behalf to: (i) resell or charge others for use of or access to the Platform or any Company Content or our Services; (ii) duplicate, alter, modify, disassemble, decompile, copy, distribute, transfer, exchange or translate the Company Content or any part thereof, in any medium, or create derivative works of the Company Content, of any kind whatsoever or attempt to reverse engineer, alter or modify any part of the Company Content.

- 5.7. You shall, at all times, comply with applicable laws at the time of using the Platform and /or our Services. You will also ensure that all the employees, representatives and other users of the Platform and/ or our Services, accessing from your licenses with the Company, also adhere to these Terms of Use and the obligations mentioned herein.
- 5.8. You understand that the Platform and/ or the Company Application(s) may contain third-party content submitted to us by other users or third parties. We expressly disclaim any liability arising out of the content contributed by such third parties/ users and/or usage of products or services provided by such users/ third parties. The Platform and/ or the Company Application(s) may contain articles contributed by several users and the views expressed are exclusively their own and do not represent the views of the Company, its affiliates and/or its management. If the Platform and/ or the Company Application(s) provides links to other websites or destinations, you should not infer or assume that we operate and/ or control it. In such cases, you will be deemed governed by the terms of use and privacy policies of such third-party platforms. You agree and understand that the Company assumes no responsibilities for content on such third-party websites.
- 5.9. We may provide you with access to third-party tools which we neither monitor nor over which we have any control or input. You acknowledge and agree that we provide access to such tools 'as is' and 'as available' without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of such third-party tools. Any use by you of such third-party tools offered through the Platform and/ or the Company Application(s) is entirely at your own risk and discretion; and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

## **6. INDEMNIFICATION & DISCLAIMERS**

- 6.1. The User explicitly agrees to fully indemnify and hold harmless the Company and its employees, directors, owners, associates, licensors and affiliates from and against any and all actions, claims, charges, costs, demands, damages, losses, expenses, suits, proceedings, and liabilities of whatever nature and howsoever arising (including, but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss, whether or not pecuniary), incurred or suffered by any or all of them, directly or indirectly, by reason of: (i) any act of commission or omission which the User commits directly or indirectly in relation to the Platform or the Company Application(s) or Company Content; (ii) any breach by the User of its obligations under these Terms of Use or any other policies of the Company; (iii) violation of the rights of a third party by the User, including but not limited to infringement of any intellectual property, proprietary rights or right to privacy; (iv) violation of any applicable law by the User. The provisions of this indemnification clause shall survive the termination of this Terms of Use.
- 6.2. We do not guarantee, represent or warrant in any manner that your use of our Platform and/ or Services will be uninterrupted, timely, secure or error-free, or that the results that may be obtained from the use of the Platform and/ or Services will be accurate or reliable or effective in

nature. You understand and accept that the reliance on the Platform and/ or Services is solely at your own judgement and risk. You should take all responsibility for your own actions in utilising the Platform and/ or Services, and we shall not be liable for any such action or consequence thereof.

- 6.3. You acknowledge that the Platform and/ or Company Application(s) is made available on an “as-is” basis with no representations being made as to accuracy, impartiality or with no representation that the Platform and/ or our Services will be error free or uninterrupted in nature. Your access to and reliance/use of the Platform and /or Services is at your own risk. The Company explicitly disclaims all warranties, express or implied, (whether direct or indirect, or pecuniary or otherwise) including, without limitation the implied warranties of merchantability, completeness and fitness for a particular purpose, for any errors or omissions therein, and for any results which may be/are obtained/obtainable in relation to the use of the Platform and/ or our Services, including non-infringement with respect to any Company Content. The User agrees to such disclaimer of liability, and agrees that it is reasonable.
- 6.4. You understand that when using the Platform and/ or our Services, you may be exposed to content from a variety of sources, and that the Company is not responsible for the accuracy, usefulness, safety or intellectual property rights of, or relating to, such content on the Platform and/ or Company Application(s). The Company may, but is not obligated to, monitor or control the content. Any use or reliance on any content is at your own risk.
- 6.5. Each User explicitly agrees that under no circumstances shall the Company and/or its employees, directors, owners, associates, licensors and/or affiliates be liable for any claims, charges, demands, damages, liabilities, losses, and expenses of whatever nature and howsoever arising, including, without limitation any compensatory, incidental, direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a computer or electronic virus, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if any/all of them has/have been advised of the possibility of such damages or losses, arising out of or in connection with the use of the Platform and/ or the Services, any third-party products and services viewable at/ through Platform and/ or Company Application(s), or any third party site including any linked site or referred site.
- 6.6. The Company and its employees, directors, owners, associates, licensors and/or affiliates do not warrant that the Platform, Company Application(s), all third-party sites and/or the server(s) from which it/they is/are run is/are free of viruses or other potentially harmful codes or that the operation of Platform or Company Application(s) or any third-party site will be uninterrupted or error-free or that defects will be corrected. Users assume total responsibility for establishing, *inter alia*, procedures for data back up and virus checking, and the Company shall not bear any responsibility for any interruption of Service or other problems or losses caused by or in relation to the running of the Platform and/ or Company Application(s). No advice, course of conduct or information, whether oral or written, obtained by you from the Company or any party or through the Platform and/ or Company Application(s) shall create any warranty or liability onto the Company.
- 6.7. You agree that we shall not be under any liability, whatsoever to you in the event of non-availability of the Services/ Platform or any portion thereof occasioned by any Force



Majeure Events, or any other cause whatsoever beyond the reasonable control of Company.

- 6.8. Further, all the synthetic models generated as part of our Services are purely technological renditions, and do not have any bearing or resemblance in name or likeness to any persons living or dead. Any such cases are a coincidence and not intended. We disclaim any and all liability or claims on this account.
- 6.9. Subject to the aforementioned clauses, the indemnification obligations of the Company, its subsidiaries, affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) for any claims by the User on account of any losses, liabilities, damages or expenses shall be limited to the service fee/ payment made by the User to the Company in the 1 (one) month preceding the event giving rise to any such liability, and in any event will need be claimed by the User during the term of the arrangement with the Company. In the event a User uses the Platform/Services without being required or obligated to pay the Company any monetary consideration or fees for availing such Services, the collective liability of the Company, its subsidiaries, affiliates, and their licensors, service providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise), will not exceed INR 500 (Indian Rupees Five Hundred).

## **7. REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

- 7.1. You are a person of legal age to form a binding contract, in accordance with the applicable laws of the territory/ country from where you are accessing/ using the Platform or our Services.
- 7.2. In case you are accessing/ using the Platform/ Services as a representative of and on behalf of any organisation or legal entity, you hereby represent and warrant that (i) you have the full authority to represent such legal entity and have the power to bind them to these Terms of Use; and (ii) you understand that the Terms of Use, upon acceptance by you, is applicable to and binds all other persons accessing and/ or using the Platform and/ or the Services on behalf of the same legal entity or organisation for this purpose. In such cases, the references to “User”, “you” and “your” in these Terms, shall mean such organization or entity on whose behalf you have consented to the Terms of Use.
- 7.3. You are the exclusive owner or the licenced user of the User Content, and you have the right to enter into this Terms of Use; and you own or retain the necessary licenses, rights, consents, and permissions to use and authorize us to use the User Content.
- 7.4. Content attributable to you does not violate any rights, including intellectual property of any third party; and complies with the provisions of all applicable laws. In particular, you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Content in the manner contemplated by these Terms of Use and the arrangement between the Parties.

- 7.5. You have not granted any rights to any third party whatsoever, or entered into any agreement, which could or would conflict with the Company's rights under these Terms of Use.
- 7.6. There are no claims, actions or proceedings, pending or threatened, affecting the User Content or which could impede the Company from enjoying any of the rights granted to it under these Terms of Use.
- 7.7. These representations and warranties shall survive the termination of this Terms of Use.

## **8. TERMINATION**

- 8.1. The Terms of Use will continue to apply until terminated either by you or us as set forth below. If you want to terminate the application of these Terms of Use, you may do so by not accessing/ using, or stopping to access/ use our Platform/ Services.
- 8.2. You hereby irrevocably understand that we reserve the right at our sole and exclusive discretion to deny/ cease your access to the Platform or Services, temporarily or permanently without liability or notice if:
  - (a) You access or use of Platform/ Services in an unauthorized manner;
  - (b) You breach any of the provisions of the Terms of Use, the privacy policy or any other terms, conditions, agreements or policies that may be applicable to you from time to time (or have acted in a manner that clearly shows that you do not intend to, or are unable to, comply with the same);
  - (c) You violate any applicable laws, or wilfully compromise any other user's privacy, or have acted unethically;
  - (d) You have infringed, breached, violated, any third – party intellectual property rights of any third party and which involves the Platform, the Company Application and/ or the Services;
  - (e) We are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful or upon receiving request for termination by law enforcement or other government agencies);
  - (f) The provision of the Services to you by us is, in our opinion, no longer commercially viable or in any way detrimental to us or our business; or
  - (g) We have elected to discontinue, with or without reason, your access to the Platform, Services, or any part thereof.
- 8.3. We may also terminate or suspend all or a portion of access to the Platform/Services without reason, and it may include: (a) removal of access to use the Platform or for availing the Services; and (b) deletion of your records, files and materials (or any part thereof) that may be available with us.
- 8.4. Any such termination or restriction in access to the Platform/ Services shall be without prejudice to other rights of the Company herein or under applicable law (including obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances). Upon such termination, the Company shall have no liability towards such User and no further





obligations under these Terms of Use.

- 8.5. Your obligations and liabilities incurred prior to the termination date (including any payment obligations) shall survive the termination of this Terms of Use for all purposes.
- 8.6. Upon termination of this Terms of Use, you shall immediately cease and desist from using or accessing the Platform and/or Services.
- 8.7. Further, upon termination of this Terms of Use, we may delete any content or other materials relating to your use of the Platform and/ or the Services and we will have no liability to you or any third party for doing so.

## **9. COMMUNICATIONS**

- 9.1. When you use the Platform or Services or send any User Content or communication to us, you agree and understand that you are communicating with us through electronic records, and you also consent to receiving communications via electronic records from us periodically and as and when required.
- 9.2. We will communicate with you by email and/or via the Platform and/ or Company Application(s), and/or mobile number available with us. You are responsible for providing and maintaining current email, mobile phone, address (current/ temporary and permanent), and other account information with us. You further warrant that information provided to us shall be correct and are bound to inform to us promptly, if any change occurs in the information provided earlier.

## **10. OTHER TERMS**

- 10.1. Confidentiality: The Company shall maintain confidentiality of the User's customer data, orders, transactions, payment terms, etc. Similarly, the User shall maintain confidentiality of the Company's business information, payment terms, the Company Applications and other Platform/ Services related data and details. A Party may disclose confidential information where compelled to do so, by any government, judicial or quasi-judicial authority, under prior intimation to the other Party. The Company shall be entitled to undertake necessary disclosure to its investors, advisors, consultants and such other persons on a need-to-know basis under confidentiality/ non-disclosure arrangements with such parties. The confidentiality obligations shall be further detailed in the privacy policy of the Company, which shall be applicable to the arrangement between you and the Company.
- 10.2. Data & its protection: You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically, to facilitate the provision of updates, product support, and other Services to you (if any). We may use this information as per the privacy policy of the Company, including to improve our products or Services or technologies.
- 10.3. The Company's primary goal in collecting the information is for the Company to render the



Services to you, to ensure quality and efficiency in the Services provided to you, and to provide efficient user interface to you. The Company will be using the information only for our internal operational purposes, such as providing, maintaining, evaluating, and improving the Platform and the Services, and also for providing support. The data collection and obligations shall be further detailed in the privacy policy of the Company, which shall be applicable to the arrangement between you and the Company.

- 10.4. Please note that the Company does not trade or sell any personally identifiable information of the Users or their customers in any manner.
- 10.5. Sharing of data: The Company may share information in accordance with its privacy policy, including to third parties who support our business, such as providing technical infrastructure services, analysing how our Services are used, measuring the effectiveness of advertisements, providing customer support and business support services, facilitating payments, or conducting research and surveys, and such information will be used for the limited purposes of such services received by us. Any sharing of information with such third parties will be subject to appropriate confidentiality and non-disclosure agreements.
- 10.6. The Company takes standard precautions including technical measures to safeguard your information against loss, misuse or theft, as well as against destruction, alteration, disclosure or unauthorized access. Specifically, while the Company will ensure its efforts to protect the User's information in line with commercially reasonable efforts, however, the Company does not represent, warrant, or guarantee that the information will be protected against unauthorized access, loss, misuse, or alterations beyond the reasonable control of the Company.
- 10.7. Notwithstanding anything contained in this Terms or Use or the privacy policy or elsewhere, the Company shall not be held responsible for any loss, damage or misuse of your information, if such loss, damage or misuse is attributable to a Force Majeure Event.
- 10.8. All Users who choose to access the Platform and/ or our Services, acknowledge and agree that they do so exclusively at their own risk, of their own volition, and agree that they are responsible for compliance with any and all laws applicable to them in relation to their use of / access to Platform and/ or the Services. Any actions, legal proceedings, etc., to safeguard the rights granted or subsisting or recognised under these Terms of Use may be initiated or taken by the Company at its own cost and discretion, and the User agrees to cooperate with the Company in this regard.
- 10.9. Assignment: It is agreed that the Company is entitled to assign, licence or sub-licence to any party or person either wholly or partially its benefits/rights and/or obligations under these Terms of Use, and/or to assign these Terms of Use itself. The User is not entitled to transfer/assign his own obligations herein to any other party at any time, and/or to assign these Terms of Use itself without the consent of the Company. Subject to these limitations, these Terms of Use will insure to the benefit of and be binding upon the Parties, their successors, heirs, administrators and permitted assignees, as the case may be.
- 10.10. Waiver: Failure by the Company to insist upon strict performance of any of the terms and



conditions herein, or delay in exercising any of its remedies, shall not constitute a waiver of such terms and conditions, or a waiver of any default, or a waiver of the right to any remedy.

- 10.11. Severability: If any term, condition, or provision in the Terms of Use is found to be invalid, unlawful or unenforceable to any extent, it will be severed from the Terms of Use, and the remainder of the Terms of Use will then continue to be valid and enforceable to the fullest extent permitted by law, unaffected by the severance.
- 10.12. Force Majeure: Neither Party shall be liable to the other Party or to any third party for any failure or delay on its part in performing any of its obligations under this Terms of Use where such failure or delay is caused by an event of Force Majeure Event. Nothing herein will affect any payment obligations of a Party, which shall not stand affected by a Force Majeure Event.
- 10.13. Survival: The Parties hereto agree and confirm that the provisions relating to grant of rights to the Company (including right to payment), undertakings and obligations of the Users, representations and warranties, indemnification and disclaimers, arbitration, governing law and dispute resolution, shall survive the termination of these terms of use.
- 10.14. Governing Law and Dispute Resolution: These Terms of Use shall be governed exclusively by the laws of India, notwithstanding the conflict of law principles. Subject to the provisions in relation to arbitration in these Terms of Use, all matters, claims and disputes arising under and in respect of these Terms of Use shall be subject to the exclusive jurisdiction of competent courts in Bangalore to which the Parties irrevocably submit themselves. In the event of any question, dispute or difference whatsoever arising between the Parties to these Terms of Use out of or relating to the construction, meaning, scope, operation or effect of these Terms of Use or the validity or the breach thereof, it shall be referred to a sole arbitrator to be appointed by the Company, provided that the arbitrator is not financially interested with the Company or its directors, other than towards payment of the arbitration fees. The provisions of the Arbitration and Conciliation Act, 1996, will be applicable and the award made and substantiated in writing thereunder shall be final and binding upon the Parties hereto, subject to legal remedies available under the law. The arbitration proceedings will be conducted in Bangalore in English, and governed exclusively in all respects by the law of India.
- 10.15. Brand usage: The Company shall be entitled to use the brand name, logo and image of the Users for the limited purposes of business development and investor information, and this shall include appropriate referencing on the Company's websites, brochures and marketing materials.
- 10.16. Notices: Any notices, requests, demands or other communication required or permitted to be given under this arrangement shall be written in English and shall be delivered by email or internationally recognised courier service and properly addressed to the designated representative of each Party. Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this section shall be deemed to have been given and received, (i) if sent by internationally recognised courier service on the date on which it is received by the other party, as acknowledged by the courier service; and (ii) if sent by e-mail, the day immediately after the date of transmission of the e-mail.



NeuroPixel.AI

## **11. CONTACT US**

If you have any questions, complaints or claims with respect to the Platform or our Services, please direct your correspondence to the address as given below.

Email: [arvind@neuropixel.ai](mailto:arvind@neuropixel.ai)

We shall respond to and address all reasonable concerns or inquiries in a reasonable amount of time.