

TERMS OF USE

These Terms of Use (“Site Terms of Use”) govern your access and use of the website and services provided by BluePond.AI Inc. a Delaware corporation located at <https://www.bluepond.ai/>, and all affiliated websites and applications, including mobile websites and mobile applications, owned and operated by BluePond.AI and its affiliates (“BluePond.AI”, “we”, or “us”) (collectively, the “Site”). These Site Terms of Use describe the conditions under which users of the Site, whether registered (“Users”) or unregistered (“Site Visitors”) (collectively and individually, “you”), are allowed to access or use the Site and Site Services (means, collectively, all services, applications and products that are accessible through the Site).

Please read these Site Terms of Use carefully before visiting our Site.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

1. USE OF THE SITE AND SITE SERVICES

By using the Site and Site Services you represent and warrant that; (a) you are competent to enter into a legally binding contract (b) you are not pretending that you are, or that you represent, someone else, or impersonate any other person or entity (c) the information that you provide to us will be current, true, accurate, supportable, and complete.

To access the complete Site Services, you may be asked to provide certain registration details or other information. If you provide certain registration details or other information, you certify that the information you so provide on the Website is correct, current, and complete. The **Privacy Policy** of BluePond.AI governs any information you use to register and use with the Site as well as information provided for using data services, and BluePond.AI may take any action with respect to your information consistent with the BluePond.AI’s Privacy Policy. Some of the Site Services will be available on payment of fees/ subscription charges and the terms of the same will be governed as per the **Payment Policy** of BluePond.AI.

We may make changes to these Terms as per our own discretion or as required under law from time to time and the same will be notified on the website and you consent to be bound by the new terms in case you wish to continue to access the Site.

2. BLUEPOND.AI’S PROVISION OF THE SITE AND LIMITED SITE LICENSE

BluePond.AI grants you a limited license to access the Site and Site Services (collectively, the “Services”) subject to payment of fees/ subscription charges wherever applicable as contained in the terms of Payment Policy. This license is subject to and conditioned on compliance with the Site Terms of Use and, to the extent applicable, the rest of the policies of BluePond.AI.

We try to keep our Services safe, secure, and properly functioning, but we cannot guarantee the continuous operation of or access to our Services. In fact, we might even stop providing the Services completely or stop providing certain features without notice.

BluePond.AI may terminate any license it has granted to any Site Visitor or User to access the Services by providing notice, and the termination of such license shall be effective immediately upon BluePond.AI providing such notice. Any issues regarding payment, data

retention deletion, etc. will be governed as per their respective policy in consonance with the terms contained herein.

3. INTELLECTUAL PROPERTY

BluePond.AI retains all intellectual property rights in the Services. The Site, Site Services, logos and names are the intellectual property of BluePond.AI and are protected by law without limitation, United States copyright law, trademark law, and applicable international treaties. Nothing in the Terms of Service grants You a right to use any BluePond.AI intellectual property without the written consent of BluePond. AI or as per the terms contained herein. Except as stated herein, none of the content may be used, copied, reproduced, distributed, published, displayed, downloaded, or transmitted in any form by any means without our prior written permission.

4. YOUR OBLIGATIONS AND YOUR INDEMNIFICATION OF BLUEPOND.AI

When You provide personal data for registration on Site or provide insurance data on or through the Site to be used for providing Site Services by BluePond.AI, you understand and acknowledge that you are solely responsible for such data. Further, you agree to only post or provide data that does not violate the law or anyone's rights (including intellectual property rights). You also represent that you have the right, power, and authority to use the said data and provide it to BluePond.AI for processing/ providing services.

You will indemnify, defend, and hold BluePond.AI our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "Indemnified Party") harmless from any and all claims, actions, suits, proceedings, damages, liabilities, costs, losses, and expenses (including attorneys' fees) relating to or arising out of any Insurance data.

5. THIRD-PARTY OFFERINGS

Any information or content expressed or made available by a third party is that of the respective author(s) or distributor(s) and not of BluePond.AI. BluePond.AI neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than BluePond.AI authorized agents acting in their official capacities.

The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites or applications are owned and operated by the third parties and/or their licensors. The inclusion of any link or application on the Site does not imply in any manner whatsoever that we endorse the linked site or application, and you use the links and third-party websites on an "as is" and "as available" basis at your own risk without any warranty from BluePond.AI for any purpose.

6. PERMITTED SITE USES

BluePond.AI offers the Services for business purposes only and not for personal, household, or consumer use and You undertake that you shall use the Website only for lawful purposes in consonance with the policies of BluePond.AI. While we try to ensure that any information, we post is both timely and accurate, errors may appear from time to time. We do not make

any representations or warranties with respect to informational materials posted on the Site and in no event should any content be relied on or construed as tax or legal advice or otherwise. You should independently verify the accuracy of any content.

7. PROHIBITED SITE USES

You may not use, or encourage, promote, facilitate, instruct, induce, or otherwise influence or cause others: (1) to use the Services for any activities that violate applicable law or for any other fraudulent or harmful purpose or (2) to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

Additionally, you shall not be hosting, displaying, uploading, modifying, publishing, transmitting, updating or sharing any content that

- a) belongs to another person and to which you do not have any right;
- b) is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise harmful in any manner whatsoever;
- c) harms or intended to harm minors in any way;
- d) infringes any patent, trademark, copyright or other proprietary rights;
- e) violates any law (domestic or international) for the time being in force;
- f) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g) impersonates or defames another person;
- h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or

You are also prohibited from:

- a) violating or attempting to violate the integrity or security of BluePond.AI;
- b) transmitting any information on or through BluePond.AI that is disruptive or competitive to the provision of Site Services;
- c) intentionally submitting on Site, false or inaccurate information;
- d) using any engine, software, tool, agent or other mechanism (such as spiders, robots, deep-links, page-scrapes, avatars, worms, time bombs, easter eggs, cancel bots, intelligent agents, etc.) to navigate or search BluePond.AI Site;
- e) attempting to decipher, decompile, disassemble or reverse engineer any part of BluePond.AI Services, or attempting to create any derivative works;
- f) copying, duplicating, broadcasting, transmitting or selling in any manner any of the content available on site of BluePond.AI;
- g) attempting to gain unauthorized access to any portion or feature, other systems, networks connected to Site, server, computer, network, or the Site Services offered on or through BluePond.AI by hacking, password 'mining', or any other illegitimate means;
- h) making any negative, denigrating, or defamatory statement(s)/comment(s) about BluePond.AI and/ or any brand name or domain name used by BluePond.AI, or otherwise engage in any conduct or action that might tarnish the image or reputation of BluePond.AI;

- i) Use the Site in any manner that could disable, overburden, damage, or impair the Site and Site Services or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- j) forging headers or otherwise manipulating identifiers in order to disguise the origin of any message, transmittal you send through BluePond.AI, or any Services offered on or through BluePond.AI.

8. NO WARRANTIES

BLUEPOND.AI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. AND THE SITE AND SITE SERVICES ARE PROVIDED O "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND SITE SERVICES INCLUDED ON OR ASSOCIATED WITH THE SITE IS AT YOUR SOLE DISCRETION AND RISK.

9. LIMITATION OF LIABILITY

9.1 Disclaimed of Certain Damages

TO THE FULLEST EXTENT PROVIDED BY LAW, BLUEPOND.AI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, SITE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9.2. Cap on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, BLUEPOND.AI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS WILL NOT BE LIABLE TO YOU FOR MORE THAN GREATER OF THE TOTAL AMOUNT PAID TO BLUEPOND.AI BY YOU DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY;

9.3 User Data

EXCEPT FOR BLUEPOND.AI'S OBLIGATIONS TO PROTECT YOUR DATA AS SET FORTH IN THE PRIVACY POLICY, BLUEPOND.AI ASSUMES NO OTHER RESPONSIBILITY WITH REGARD TO THE SAME.

9.4 Exclusion of Damages

THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9.5 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BLUEPOND.AI AND YOU.

10. ENFORCEMENT AND TERMINATION

We reserve the right to investigate any potential violation of these Site Terms of Use and to remove, disable access to, or modify any content on the Site. We do not guarantee as to whether or not we shall take action against all breaches of the Terms of Service, and our failure to act with respect to a breach by you or others does not waive our right to access suitable and adequate legal remedies/action with respect to subsequent or similar breaches. We may terminate your use of the Site at any time, which will mean you lose the right to access or use the Site and Site Services.

11. GOVERNING LAW AND CHOICE OF FORUM

This agreement and your use of the Site and Site Services shall be governed by the laws of the state of New York, without regard to principles of conflict of laws. You also agree that the state or federal courts sitting in the southern district of New York shall have exclusive jurisdiction and venue over any claim or dispute arising out of this Agreement or relating to your use or visitation of our Site and Site Services, and you hereby consent to the personal jurisdiction and venue of the federal and state courts sitting in the southern district of New York.

12. REPORTING AND CORRECTING VIOLATIONS

If you become aware of any violation of these Site Terms of Use or have any grievances, please report it to BluePond.AI which has a designated officer to look into the same:

Name:

Contact:

13. ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent or agreement you transmit through the Site, including but not limited to any consent you give to receive communications from the BluePond.AI solely through electronic transmission. You agree that, when in the future you click on an "I agree," "I consent" or other similarly worded "button" or entry field with your mouse, keystroke or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

14. ENTIRE AGREEMENT

The Terms of Use along with Privacy Policy, Payment Policy and Cookie Preference constitute the sole and entire agreement between you and the Company regarding the Site and Site Services supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.