

These terms and conditions of use ("**Terms of Use**") along with other policies available on our platform forms a legally binding agreement between You ("**Your**" or the "**User**" as hereinafter defined) and **Cre8 Netwrk AI Private Limited** and its affiliates (hereinafter individually and collectively "**netwrk.ai**", "**Our**", "**We**", "**Us**"). In addition to the terms and conditions of these Terms of Use, You shall also be bound by our Privacy Policy, Cookie Policy and rules available at <https://www.netwrk.ai> and any other rules or policies available on the Platform as well as the other rules, policies and terms and conditions which may be notified by Us from time to time (all collectively referred to as the "**Agreement**"), which are incorporated herein by reference.

By registering on, browsing, downloading, using or accessing any part of the Platform or utilizing the Services (as hereinafter defined), or by clicking the "I Agree" checkbox as part of the registration, the Users agree to be bound by this Agreement, as may be updated or modified from time to time.

If at any time the User does not accept or agree to any terms of this Agreement, on a continuing basis in relation to any of the Services offered on the Platform, they should not access the Platform. netwrk.ai reserves the right to periodically review, update, change or replace any part of these Terms of Use or other terms of the Agreement as it may consider appropriate at its sole and absolute discretion. Any changes to these Terms of Use will be posted on the platform or on the webpage wherever appropriate. The Users must visit this page periodically for updates on the Terms of Use applicable to their use of the Platform. Any User's continued usage of the Platform after any such update, change, replacement or modification in the Agreement constitutes their valid consent to such changes. If you do not wish to abide by any revised Terms of Service, you must immediately stop using the Services.

1. Definitions

- 1.1. "**Platform**" means netwrk.ai and the services it provides to the Users.
- 1.2. "**Services**" means and include the right to access the Platform to use the Services and/or post your profile, interact with other Users and participate in discussions, solely for Your personal and business use, where, as Users,
 - (i) Startups can submit their identity/build their profile, including their business information, submit their Investment requirement/respond to application, connect and collaborate with other Users on the platform, provide feed/updates on the start-up ecosystem, post, react, reply, save and share information available on the platform;
 - (ii) Investors can submit their identity/build their profile, including their investment offerings, investment areas of interest, size, connect, and collaborate with other Users on the platform, provide feedbacks/updates on the start-up ecosystem, post, react, reply, save and share information available on the platform;
 - (iii) Individuals can submit their identity/build their profile, including their educational qualifications and experience in their field of activities, connect and collaborate with other Users on the platform, provide feedback/updates on the start-up ecosystem - post, react, reply, save and share information available on the platform.
- 1.3. "**User**" means and includes individuals, present or prospective entrepreneurs, entities, including start-ups, and investors.

2. User Registration on the Platform

- 2.1. **User Registration.** If You are willing to avail the Services on the Platform, then You are required to register yourself on the Platform. You may register by approving and agreeing to the Agreement and providing Your true, accurate, current, and complete information about Yourself, including Your registered mobile phone number, email id, and any optional or mandatory information, such as, Your profile photograph, on the Platform ("**User Details**").

For the purpose of such registration, the user name shall be their own preferred email id used for registration and password of Your choice. You will receive an activation email with a link which needs to be activated by You for the purpose of verification by netwrk.ai, upon which an account will be created for You ("**Account**"). By registering for an Account, You represent, warrant and agree that You fulfil User Eligibility as detailed in Section 2.2 below. You shall not share your ID or give access to Your Account to anyone else and You are responsible for maintaining the confidentiality of the User Details and are fully responsible for all activities that occur under your password or Account, including for availing the Services by you or anyone else using Your User Details and for preventing unauthorised use of Your User Details. You shall promptly notify netwrk.ai by e-mailing us at contactus@netwrk.ai, if you become aware or suspect that User Details have been unauthorizedly used by someone else.

- 2.2. **User Eligibility.** In order for You to register and to use or access the Services (i) You must be at least 18 years or older (ii) You must be a person or entity who is competent to contract as per the laws, rules, statutes, guidelines, regulations, including but not limited to, orders, permits, and approvals, of any government and/or regulatory authority that may apply to the Users or is related to the subject matter of this Agreement as applicable in various jurisdictions (the "**Applicable Laws**") (iii) You must not be prevented from assuming and performing your obligations hereunder due to any disability or impairment, (iv) You are not prevented from registering if such registration is not legal in accordance with Applicable Laws of your jurisdiction or country, (v) You agree to provide true, accurate, current and complete information about Yourself as prompted during the registration process
- 2.3. You acknowledge that netwrk.ai shall have the right to verify your eligibility before, during or after the Registration and for the purpose, You hereby expressly give Your consent to netwrk.ai to use such personal information for the purpose of validating the correctness of the such information. netwrk.ai hereby reserves the right to deactivate any Account and/or deny access to the Platform or Services if You have violated the Agreement.
- 2.4. Pursuant to these Terms of Use, You shall be responsible for maintaining the confidentiality of your User IDs and password. Users who have been granted access to the protected information in the Platform have the responsibility to use these resources in a professional, ethical and legal manner. You understand that the right to access the information on the Platform is granted under these Terms of Use is non-exclusive and non-transferable. Unauthorized use is not permitted.
- 2.5. You hereby agree that you shall not: (i) submit any material or information that are protected by copyrights, trade secrets or otherwise subject to third-party intellectual proprietary rights, unless You have permission or license from their rightful owners to post such materials or information and to grant the license rights granted under Section 2.6 below; (ii) publish falsehoods or misrepresentations that could damage netwrk.ai or any third party.
- 2.6. You acknowledge that only when you register as a User, you may avail/access the Services on the Platform.
- 2.7. **Limited License Grant to other Users.** By registering on the Platform, in cases where you display your User Details and other information that you post on the Platform, for other Users to view, or when you directly exchange or otherwise provide your User Details and other information and materials to other Users as permitted by the Platform and these Terms of Use, You hereby grant to such Users a non-exclusive license to display, reproduce, and perform (if applicable) such User Details and materials and information solely as necessary for such Users to participate in the activities permitted under the Services or as permitted by You. You may at your discretion delete any User Details other than those mandatorily required for registration or other information that You had posted earlier on the Platform. You acknowledge that pursuant to the foregoing license granted by You, another User on the Platform might have

already had access to or retained the same, and after You delete such User Details or other information, such information can still be with that other User as allowed by You under the foregoing license before such deletion, and You acknowledge that netwrk.ai will have no control over such information in the possession of such other Users.

- 2.8. **Required Rights in Information and Postings.** You shall be solely responsible for Your own posting of information and postings on the Platform and the consequences of posting or publishing them on the Platform or sharing with other Users. In connection with information and posing, you hereby affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and to authorize netwrk.ai and other Users to use such information and postings as necessary to exercise the license granted by You in Section 2.5 above and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in any such information and postings to use the name or likeness of each and every such identifiable individual person, to enable inclusion and use of such information and postings in the manner contemplated by these Terms of Use.
- 2.9. You hereby acknowledge that while using the Platform you will be exposed to User Details and other materials and information from other Users, and that netwrk.ai will not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such to User Details and other materials and information and hereby do waive, any legal or equitable rights or remedies You have or may have against netwrk.ai with respect to any such inaccurate, offensive, indecent or objectionable material or information, and agree to indemnify and hold netwrk.ai, its affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Platform and the Services. In submitting materials and information on the Platform, You agree to strictly limit yourself to discussions on the intended purpose.
- 2.10. netwrk.ai does not endorse any User materials or information posted by them or does endorse any opinion, recommendation or advice expressed in such materials or information, and netwrk.ai expressly disclaims any and all liability in connection with User materials or information posted by them. netwrk.ai shall not permit any activities on the Platform that will infringe any third party rights. You acknowledge and agree that netwrk.ai may be required to monitor Your activity and if any activity or posting of any materials and content posted by You are inappropriate and/or illegal, netwrk.ai shall be required to take appropriate action, as required by applicable laws or as per any order of any court or authority.

3. Rights of netwrk.ai

- 3.1. **Modification of these Terms of Use.** netwrk.ai reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Please check these Terms of Use and any changes thereto periodically. netwrk.ai shall send an email to the Users to notify such changes and the effective date of such changes, and You will be required to agree to such changes by clicking the "Accept" button in the email or You will be prompted to read and "Accept" before logging in to the Platform to proceed further if You intend to avail the Services on the Platform, which will constitute Your binding acceptance of such changes. If any changes were effected to these Terms of Use as required by Applicable Laws or as per any order or direction by any court or governmental authorities, then such changes shall take effect immediately or on such date as required by such Applicable Laws, order or direction.
- 3.2. netwrk.ai will engage with both Users and external entities to collect, verify, validate additional information for selection and shortlisting for investments. The Users agree that they will provide necessary information or consent to access to this information.

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- 3.3. You acknowledge that if any information that You provided on the Platform, or in the reasonable opinion of netwrk.ai to be, untrue, inaccurate, not current or incomplete, untrue, inaccurate, then netwrk.ai shall have the right to suspend or terminate your account and prohibit you from accessing the Platform or avail any and all current or future use of the Services or any part thereof. netwrk.ai is concerned about the safety and privacy of all its Users.
- 3.4. netwrk.ai shall have the right to allow, withhold or prohibit any post or any response to any post if they don't comply with these Terms of Use or Agreement.
- 3.5. **Deactivation of the User Account.** You acknowledge and hereby agree that netwrk.ai shall have the right to deactivate, suspend, limit or terminate Your account, if You engage in a conduct that netwrk.ai deems, in its sole discretion, to be improper, unfair, fraudulent or otherwise adverse to the operation of Platform or in any way detrimental to other Users, including but is not limited to: falsifying personal information, including payment information, violation of any of these Terms of Use, involvement in a suspicious activity or is in violation of any Applicable Laws in any country or jurisdiction, using unauthorized methods such as unauthorized scripts or other automated means, tampering with the Services or trying to in any way tamper with the computer programs associated with the Platform; obtaining other User's information and spamming other Users; and any other form of abuse. You acknowledge that such deactivation, suspension or terminating of Your account shall in no way prevent netwrk.ai from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct and netwrk.ai shall not be liable in any manner whatsoever in respect of the foregoing.
- 4. Service Grant**
- 4.1. Subject to the terms and conditions of this Agreement, including timely payment of the applicable fees, netwrk.ai grants You a limited, nonexclusive, non-transferable license, without the right to sublicense, to access the Platform to use the Services and/or post your profile, interact with other Users and participate in discussions, solely for Your personal use.
- 4.2. **License Limitations:** You shall not (i) purchase, sell, rent or give away your Account, create an Account using a false identity or information, or on behalf of someone else; (ii) use the Service if you have previously been removed by netwrk.ai or previously been banned from availing the Services through the platform, (iii) use the Service to advertise, solicit or transmit any commercial advertisements, including chain letters, junk or spam e-mails or repetitive or misleading messages to anyone nor use the content available in the Platform for any commercial purpose; (iv) engage in any act in any manner to disrupt, modify, or interfere with, the Service or any computer/server used to provide, or files that are a part of, the Service, including but not limited to, win trading and any other kind of manipulation of rankings, taking advantage of errors in the Service to gain an unfair edge over other Users; (v) gain unauthorized access to the Service or Accounts of others or their login credentials or personal information; (vi) send, post, transmit or submit or make available any abusive, threatening, violent, offensive, obscene, defamatory, libellous, embarrassing, hateful or ethnically insulting or racially, sexually, pornographic, religiously, or otherwise objectionable, inappropriate, inaccurate, misleading, offensive information, content, material or in violation of any Applicable Laws or third party intellectual property rights or privacy rights or transmit or submit any material or information infected with viruses, adware, spyware, worms or other malicious code; (vii) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code of any underlying software or other intellectual property used to provide the Service; (viii) collect or post anyone's private information, including personally identifiable information in any format, through the Service or the platform.

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- 4.3. You shall be solely responsible to comply with the Applicable Laws of all applicable countries/jurisdictions, including any rule or law that prohibits or prevents You from accessing the platform or the Services.
- 4.4. Any use of the Service in breach of these restrictions, can result in the immediate revocation of Your license, loss of Your user name, any benefits and privileges and may subject You to liability for violations of Applicable Laws. netwrk.ai reserves the right to determine what conduct is in violation of these Terms of Use and without limiting any other remedies, take action for actual or suspected illegal or improper use, including terminating your Account and prohibiting You from using the Service.
5. **Paid Services.**
- 5.1. We may offer certain paid Services on our Platform and if You subscribe to such Services, You are required to pay the applicable fees and charges in respect thereof.
- 5.2. If you are located outside India, then such fees shall be subject to applicable exchange rates published by the Reserve Bank of India as on the date of payment.
- 5.3. If you are making payment of such fees shall be subject to applicable taxes which shall be paid by You.
6. **Privacy Policy and Protection of Personal Information**
- 6.1. netwrk.ai will take care of Your personal information shared on the Platform in accordance with the Applicable Laws and Our Privacy Policy available at <https://www.netwrk.ai> which are incorporated as part of these Terms of Use by this reference.
- 6.2. Our Privacy Policy governs your access and use of the Platform and all information netwrk.ai collects or that You provide at the time of registration on the Platform or otherwise, including but not limited to, the information that You provide during Your use of any of the interactive functionalities on the Platform. netwrk.ai requests You to understand our practices concerning privacy matters. You acknowledge that by using or accessing the Services on the Platform in any manner whatsoever, You accept the practices and policies mentioned in our Privacy Policy, and you hereby consent that we will collect, use, and share your information as more fully mentioned in our Privacy Policy.
7. **Disclaimer and Limitation of Liability**
- 7.1. THE SERVICES ARE PROVIDED "AS IS" AND NETWRK.AI DOES NOT MAKE ANY, AND EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, NETWRK.AI (AND ITS LICENSORS AND SUPPLIERS), HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NETWRK.AI DOES NOT WARRANT THAT THE SERVICES WILL OPERATE TIMELY, SECURE, WITHOUT ERROR, OR INTERRUPTION.
- 7.2. You agree to register and access the platform and avail the Services at Your own risk. netwrk.ai shall not be liable for: (i) failed, undelivered or misdirected notifications based on inaccurate information provided by You in connection with the availing of the Service or otherwise not received by the intended User or for computer or technical error of any kind; (iii) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable netwrk.ai connections, or failed incomplete or delayed computer transmissions which may limit any User's ability to register on the platform or avail the Services; (iv) any technical malfunctions of the netwrk.ai, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or netwrk.ai connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to User's or any other person's computer or mobile device

related to or resulting from availing of, or otherwise in connection with, the Services; or (v) any warranty with respect to any Services.

- 7.3. NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, IN NO EVENT SHALL NETWRK.AI (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING (BUT NOT LIMITED TO) NEGLIGENCE, PERSONAL INJURY AND DAMAGE TO PROPERTY, ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF NETWRK.AI (OR ITS SUPPLIERS OR LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NETWRK.AI'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES, IF ANY, PAID BY THE USER TO NETWRK.AI FOR SERVICES IN RESPECT OF WHICH ANY SUCH LIABILITY MAY ARISE. IN NO EVENT ANY FEE PAID BY THE USER FOR THE SERVICES SHALL BE ADJUSTED AGAINST ANY CLAIM THAT A USER MAY HAVE AGAINST NETWRK.AI PURSUANT TO THIS AGREEMENT.

8. Ownership and Intellectual Property Rights

- 8.1. Ownership. netwrk.ai (or its suppliers or licensors) shall retain all right, title and interest in and to the Platform, Services, and materials, and all improvements, derivative works and modifications thereto, including without limitation all copyrights, patents, designs, database rights and other intellectual property rights fixed or embodied in any of the foregoing. Except as expressly granted herein, no rights, express or implied, are granted to the User and netwrk.ai (or its suppliers or licensors) expressly reserves all other rights in the Platform, Services, content or other materials.
- 8.2. The Platform and Services provided hereunder and all contents, features and functionality, including but not limited to, all information, text, displays, video, audio, images, design, software, are all owned by netwrk.ai or their licensors or other providers of such material and are protected by applicable intellectual property rights laws. Any use of the Platform or Services not expressly permitted under these Terms of Use shall be considered as a material breach of these Terms of Use and infringe the applicable intellectual property laws and Applicable Laws.

9. Indemnity

- 9.1. By registering into the platform and/or availing the Services through the platform, You agree to and hereby indemnify and hold harmless netwrk.ai, its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Indemnified Parties") from and against all claims, charges, costs, liability, judgments, demand, death, injury, action, damages, losses or expenses (including attorney's fees) or other liability (collectively, "Claims") that may arise from or relating to (i) any breach by You of these Terms of Use, and/or (ii) availing of the Services by You or from any misuse or malfunction of the Services, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of your registration on the platform or arise at any time thereafter, and indemnify each of the Indemnified Parties from any damages arising therefrom.

10. Termination

- 10.1. You are free to discontinue accessing the Platform, use the Services at any time at Your discretion.
- 10.2. netwrk.ai shall have the right to terminate, suspend or end the Services at any time at its sole discretion and without notice. netwrk.ai shall have the right to terminate if You are not complying with, or is in breach of any provision of these Terms of Use or the Agreement or You act in a manner that would cause netwrk.ai any legal liability, disruption of the Services or

- disruption of other User's use of the Services or participation in any discussions or cause risk or harm to other User's use of the Services.
- 10.3. netwrk.ai shall have the right to retain any User Details or other information and materials posted by you on the Platform even after termination, suspension of Services mentioned above or deactivation of Your Account for the purposes of compliance with Applicable Laws, orders and directions of a court or government authorities, including but not limited to for the purposes of, audit, law enforcement and to protect other party rights. Such retained information will, however, be masked in the platform so that it will not be visible to other Users but only available to and accessible by, netwrk.ai, for the aforesaid purposes.
11. **General**
- 11.1. Governing Law and Jurisdiction. This Agreement is made in accordance with and shall be governed and construed exclusively under the laws of India and the parties hereby consent to the exclusive jurisdiction of the courts located in Bangalore, Karnataka, India.
- 11.2. Assignments. You shall not assign this Agreement to any third party.
- 11.3. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be sent by email addresses of the parties hereto or to such other address as any such Party may have designated. All notices shall be deemed given when received.
- 11.4. Third Party Beneficiary. No other party except netwrk.ai and User shall be construed as a third party beneficiary or in privity to enforce the provisions of this Agreement at law or in equity.
- 11.5. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder (other than failure to make payments) caused in whole or in part by Force Majeure Event. "Force Majeure Event" means any event outside the reasonable control of a party, including but not limited to acts of God or terrorists, epidemic or pandemic, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, products or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, the act or omission (including the introduction of, amendment to or repeal of any laws or regulations or disapprovals or failures to approve any application or submission) of any government or government authorities.
- 11.6. Entire Agreement. This Agreement (including all and any other attachments hereto, which are hereby incorporated by reference) constitutes the entire, final, complete agreement between the parties with respect to the transaction contemplated hereby and supersedes any prior negotiations, understanding or agreements whether oral or in writing, concerning the subject matter hereof and may not in any way be modified, changed or amended except by a written instrument signed by both parties and referencing this Section. No party has relied on any representation or warranty of the other party not expressly set out herein. No failure or delay on the part of any party in exercising any right or remedy provided in this Agreement shall operate as a waiver thereof. Any waiver (express or implied) by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of this Agreement is held to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it shall be severed from this Agreement, and the remaining provisions remain in full force and effect.