

Maxify Digital's Terms of Service

1. Acceptance of Terms

These Terms of Service (this "Agreement") between Maxify Digital labs Private Ltd. ("we", "us" or "Maxify Digital") and you govern your access and use of our Salesforce on demand services subscription platform made available through www.maxify.digital (this "Site") and the subscription or other services we provide (the "Services"). By using this Site and accessing our Services in any manner, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

This Site is controlled and operated by us from our offices within India. We make no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where its contents are illegal is prohibited. Those who choose to access this site from locations outside the India are responsible for compliance with all applicable laws.

We may update this Agreement from time to time. By continuing to use this Site and the Services after the update, you accept the update in its entirety. All updates are effective upon posting. We encourage you to check the "Terms of Service" link on the home page each time you visit this Site, so you are aware of any updates.

2. Privacy Policy

2.1 Our privacy policy, which can be found at <https://maxify.digital/privacy-policy.html> (the "Privacy Policy"), describes how we may use your personal information. By continuing to use this Site, you accept the Privacy Policy, which is incorporated herein by reference. If you object to your personal information being used as described in the Privacy Policy, please leave this Site immediately. You must be at least age 18 to access this Site.

3. The Services

3.1 Subject to your compliance with this Agreement, as well as your subscription for an applicable plan and our timely receipt of your associated payment(s), we will make the applicable Services available to you during the term to which you have subscribed. We will use commercially reasonable efforts to make the Services available subject to planned downtime and any unscheduled emergency maintenance. We may modify, replace, or discontinue the Services at any time, for any reason, without notice to you.

3.2 You may only access and use the Services in accordance with the terms of the Agreement. You agree to: (i) provide accurate, current and complete information about you as may be prompted by any form on this Site ("Registration Data"); (ii) maintain and promptly update the Registration Data, to keep it accurate, current and complete; (iii) maintain the security of any password and identification information; (iv) notify us

immediately of any unauthorized use of your account; (v) accept sole responsibility for any and all activities that occur on your account. Each person who uses any Services must have a separate username and password. You must provide a valid email address for each person that you authorize to use your account. You agree to provide any other information that we reasonably request.

3.3 You are responsible for obtaining and maintaining all telecommunications, broadband and computer equipment and services needed to access and use the Services and for paying all charges related thereto.

3.4 We may terminate your account without prior notice or liability to you, if we find, in our sole and exclusive discretion, that you: (i) have violated this Agreement; (ii) are not in alignment with our model; (iii) are sharing usernames or passwords; (iv) violate our core values; or (v) are abusing our services or team in any way, including using our services for illegal purpose.

3.5 Subject to your continued compliance with this Agreement, including timely payment of associated amounts due, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services for your internal business purposes. You may not access or use the Services in order to monitor its availability, performance, or functionality for competitive purposes. You may not, and may not permit any third party to: (a) reverse engineer (except to the extent specifically permitted by statutory law), decompile, disassemble or otherwise attempt to discover source code, object code or underlying structures, ideas or algorithms of the Services, (b) modify, translate or create derivative works based on the Services, (c) use the Services for any purpose other than its own internal purposes; or (d) use the Services other than in accordance with the Agreement and in compliance with all applicable laws and regulations (including but not limited to any applicable privacy and intellectual property laws).

4. Use of the Services

4.1 You may use the Services for any number of projects and scope that you have that you have subscribed for under the applicable plan and as are appropriate based on the size of your account. While we accept unlimited requests and revisions, our output volume depends on many factors, namely depending on the total request volume and complexity. We will do our best to work with you to accommodate any priority items and your timelines.

4.2 We do our best to minimize any mistakes. However, due to the nature of salesforce activities, we cannot guarantee all tasks delivered will be 100% error-free. When we deliver a task to you, you agree to review and proof all tasks for any errors or omissions and notify us if any changes or corrections are needed within seven (7) days of receipt. We will do our best to rush changes to correct any mistakes that you notify us about during this time period. If you notify us of any errors after that time period, we are not required to but intend to try to work with you to make changes.

4.3 The speed of your account is determined by how many subscriptions you have. A subscription is a measurement of output and represents what we can accomplish in a business day, with our team, our software, and our on demand salesforce services platform. What we can create with a single subscription depends on many factors, including, but not limited to: (i) the type of plan; (ii) the volume of requests; (iii) and the complexity of requests. We do not guarantee the amount of work that we can create with a single subscription. To increase the volume of work we can complete within a business day, we suggest you add subscriptions to your account.

4.4 You are the owner and/or controller of all of your information, data or materials that you provide to us to use the Services ("Customer Content"). By submitting Customer Content to us, you are representing that you are the owner of such Customer Content and/or have the necessary rights, licenses, and authorization to distribute it. You grant us a worldwide, royalty free, non-exclusive license to access and use Customer Content to provide the Services.

4.5 You are, and will be, the sole and exclusive owner of all right, title, and interest in and to the deliverables, including all intellectual property rights therein. We agree that with respect to any deliverables that may qualify as "work made for hire", such deliverables are deemed a "work made for hire" for you. To the extent that any deliverables do not constitute a "work made for hire," we irrevocably assign you all right, title, and interest throughout the world in and to the deliverables, including all intellectual property rights therein. Notwithstanding the foregoing, the terms of this Section 4.5 are subject to your compliance with this Agreement, your full payment of applicable amounts due and the terms of Sections 4.6 and 5 below.

4.6 In the course of providing the Services, we may use certain pre-existing accelerators or modules. We and our licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in and to any pre-existing accelerators or modules. We grant you a perpetual, limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use, display, and distribute any pre-existing accelerators or modules to the extent incorporated in, combined with, or otherwise necessary for the use of the Services or deliverables. We expressly reserve all other rights in and to such pre-existing accelerators or modules.

4.7 Maxify Digital does not support and will not tolerate its Service being used to discriminate against others, especially when based on race, religion, sex, sexual orientation, age, disability, ancestry, or national origin. You are not permitted to use the Service in a manner which would or would likely incite, promote or support such discrimination and you must not use the Service to incite or promote hostility or violence. If we believe in our sole determination that your use of the Service is being used to discriminate, especially if based on race, religion, sex, sexual orientation, age, disability, ancestry, or national origin, we may permanently or temporarily terminate or suspend your access to the Service, without notice and liability for any reason.

5. Fees

5.1 Use of our Services requires payment of recurring fees. Before we have any obligation to provide Services, you must pay the fees (as well as applicable taxes) in full, in such amounts and for such billing frequency as specified during registration, as updated (prospectively, not retroactively) by you from time to time. You agree that, upon registering for the Services, you authorize us to charge your method of payment (e.g., credit card) for the fees and applicable taxes from your registration date based upon your chosen billing frequency (e.g., monthly, quarterly, annually). Overdue charges will accrue interest monthly at the rate of 1.5% of the then-outstanding unpaid balance, or the maximum rate permitted by law, whichever is lower. We reserve the right to terminate your account in the event of non-payment of amounts owed to us. All amounts owed under this Agreement are non-cancelable and non-refundable, except as specifically provided in this Section 5.

5.2 We reserve the right to change our fees upon 5 days' advance notice. By continuing to use the Services, you accept such changes. We are not required to notify you of temporary promotions or reductions in fees.

5.3 We hope you are pleased with our Services. If, for whatever reason, you are not, you may cancel your subscription with us at any time as your sole remedy. Upon cancellation, you will continue to have access to the Services and your tasks lists through the end of your current paid billing term. Once the billing term has ended after cancellation, you will no longer have access to the Services and may lose access to your task list through the Site.

5.4 You may request a refund from us if you cancel your subscription either: (i) within 7 days of signing up. After this 7 day window, we will not issue a refund. From time to time, we may refuse a refund request if, in our sole discretion, we find evidence of fraud, refund abuse, or other manipulative behavior. Promotions, upgrades, and adjustments to existing plans are non-refundable.

6. Confidential Information

6.1 For purposes of this Agreement, the term "Confidential Information" means non-public or proprietary information, including, without limitation, information relating to current or future business, products and services, development, project details and specifications.

6.2 During the course of our relationship, you may disclose to us your Confidential Information. We agree to hold in confidence and not disclose to any third party any of your Confidential Information, except as approved or directed in writing by you, and will use your Confidential Information for no purpose other than for the Services. We will limit access to your Confidential Information to only those employees, officers, directors, contractors, representative and agents who are involved in providing Services to you. We

will be responsible to you for any breach of this provision by our employees, officers, directors, contractors, representative and agents.

6.3 During the course of our relationship, we may similarly disclose to you our Confidential Information. You agree to hold in confidence and not disclose to any third party any of our Confidential Information, except as approved or directed in writing by us, and will use our Confidential Information for no purpose, except as permitted by this Agreement. You will limit access to our Confidential Information to only those employees, officers, directors, contractors, representative and agents to whom it is necessary to disclose our Confidential Information. You will be responsible to you for any breach of this provision by your employees, officers, directors, contractors, representative and agents.

6.4 Notwithstanding anything to the contrary in this Agreement, the following is not Confidential Information: (a) information that was in the public domain at the time of its disclosure or has entered the public domain without breach of this Agreement; (b) information that was already in the rightful possession of a party at the time of disclosure; (c) information that is independently developed by a party without breaching this Agreement; or (d) information that becomes known to a party, without restriction, from a third party source not directly or indirectly involving a breach of this Agreement.

6.5 The confidentiality obligations under this Agreement will survive for five (5) years after the termination of this Agreement.

7 U.S. DOLLARS AND FOREIGN CURRENCY CONVERSION

7.1 The Site and the Site Services operate in U.S. Dollars. If a User's Payment Method is denominated in a currency other than U.S. Dollars and requires currency conversion to make or receive payments in U.S. Dollars, the Site may display foreign currency conversion rates that Maxify Digital, or our Affiliates currently make available to convert supported foreign currencies to U.S. Dollars. These foreign currency conversion rates adjust regularly based on market conditions. Please note that the wholesale currency conversion rates at which we or our Affiliates obtain foreign currency will usually be different than the foreign currency conversion rates offered on the Site. Each User, at its sole discretion and risk, may authorize the charge, debit, or credit of its Payment Method in a supported foreign currency and the conversion of the payment to U.S. Dollars at the foreign currency conversion rate displayed on the Site. A list of supported foreign currencies is available on the Site. If foreign currency conversion is required to make a payment in U.S. Dollars and Maxify Digital or its Affiliate as applicable, does not support the foreign currency or the User does not authorize the conversion of such payment at the foreign currency conversion rate displayed on the Site, Maxify Digital or one of our Affiliates will charge, debit, or credit the User's Payment Method in U.S. Dollars and the User's Payment Method provider will convert the payment at a foreign currency conversion rate selected by the User's Payment Method provider. The User's Payment Method provider may also charge fees directly to the Payment Method even when no currency conversion is involved. The User's authorization of a payment using a foreign currency conversion rate displayed on the Site is at the User's

sole risk. Maxify Digital and our Affiliates are not responsible for currency fluctuations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars.

8. Portfolio Rights

8.1 You hereby grant us a limited, nonexclusive, non-sublicensable, royalty-free worldwide license to use, publish, and display any deliverables that we develop in connection with the Services for the purpose of marketing and advertising (the “Portfolio Rights License”). You may revoke the Portfolio Rights License at any time by sending written notice to success@maxify.digital. If you revoke the Portfolio Rights License, we will stop using your deliverables for marketing and advertising purposes, however your deliverables may continue to exist elsewhere online such as where the deliverables have been used by others in accordance with the Portfolio Rights License.

9. Term and Termination

9.1 This Agreement will expire and terminate upon the expiration or termination of your account or subscription to a Service. All sections of this Agreement which by their nature should survive termination will survive termination, including but not limited to, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9.2 We may terminate this Agreement at any time upon notice if you default or breach this Agreement. Upon expiration or termination of your account or subscription to a Service, all rights under this Agreement relating to such Service will immediately terminate, you will lose all access to the applicable Service, including access to your account and Customer Content or other files. If we terminate the Agreement for your breach, any licenses to Licensed Content will terminate.

10. Disclaimer of Warranties

10.1 We represent and warrant that you will receive good and valid title license to all deliverables, free and clear of all encumbrances and liens of any kind, except for Licensed Content and other pre-existing materials, which may be subject to additional terms and restrictions. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 9.1, THE SITE AND THE SERVICES ARE PROVIDED “AS IS, AS AVAILABLE”. WE MAKE NO PROMISES ABOUT OUR SERVICES AND, TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, AND OTHER VIOLATION OF RIGHTS, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE.

11. Liability Waiver

11.1 WE WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THIS SITE. TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED OR EXPRESSED WARRANTIES, SHALL NOT EXCEED FIVE HUNDRED INDIAN RUPEES, REGARDLESS OF THE CAUSE OF ACTION, IN TORT, CONTRACT, OR OTHERWISE. THIS PARAGRAPH DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Indemnification

12.1 YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED TO CUSTOMER CONTENT OR USE OF THE SERVICES OR ANY DELIVERABLES. YOU SHALL COOPERATE AS REQUIRED BY US IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU, AND YOU WILL NOT, IN ANY EVENT, SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT.

13. Links to Third-Party Platforms

13.1 If this Site is available through any third-party platform, or if we provide links from this Site to any third-party platform, then we do not accept responsibility for any content or practices of such third parties.

14. Notice

14.1 Unless otherwise specified in this Agreement or any Work Order, any notice required under this Agreement shall be in writing by email, hand delivery or post or courier to the address as follows:

Maxify Digital labs Private Ltd.

C-22/A SECTOR-57

NOIDA, U.P. 201301

success@maxify.digital

15. Governing Law, Jurisdiction and Dispute Resolution

15.1 This Agreement shall be governed, construed, and interpreted in accordance with the laws of India without regard to any choice of law provisions. Any claim or lawsuit arising

from or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts in Delhi.

15.2 Dispute Resolution: Any claim, dispute or difference relating to or arising out of this Agreement shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The Delhi International Arbitration Centre, will appoint the Sole Arbitrator and will conduct the Arbitration in accordance with its rules for conduct of Arbitration proceedings then in force and applicable to the proceeding. The seat and venue of arbitration shall be New Delhi. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties

16. Assignment

16.1 This Agreement and the rights and obligations herein are personal to you, and you may not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder, without our prior written consent. We may freely assign this Agreement, including, without limitation, in connection with a merger, acquisition, bankruptcy, reorganization, or sale of some or all of our assets or stock.

17. Severability

17.1 Should any provision of this Agreement be declared by any court to be in conflict with the law or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby. In such an event, the offending provision shall be deemed not to be part of this Agreement and shall be modified to the extent required to comply with the law, rule or regulation and this Agreement, with the modified provision, shall continue to be in full force and effect.

18. Non-Waiver

18.1 The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. A waiver by either party of any term or condition of this Agreement or any breach, in any one instance, will not waive such term or condition or any subsequent breach.

19. Force Majeure

19.1 If we are unable to perform any obligation under this Agreement because of any matter beyond our reasonable control, including but not limited to pandemic or wide

spread out break of infectious diseases, government shutdown, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial/labor disputes (whether or not involving our employees), acts of government, loss of or problems with telecommunications, utility services or other third party services, and hostile network attacks (each, a “Force Majeure Event”), we will have no liability to you for such failure to perform; provided, however, that we will resume performance promptly upon removal of the circumstances constituting the Force Majeure Event.

20. Entire Agreement

20.1 If you have executed a separate agreement with us applicable to your access to and use of this Site or our Services, then the terms and conditions of that agreement prevail to the extent of any conflict with this Agreement. In all other cases, this Agreement constitute the entire agreement between the parties concerning its subject matter and supersedes all prior communications and proposals.