

TERMS AND CONDITIONS

The objectives of these Terms and Conditions of Use ("**Terms**") are to inform You of the terms which apply to your access to the Platform (*defined hereinafter*) and the Services (*defined hereinafter*), what We expect from You, and what You can expect from Us as you use and interact with our Platform and the Services provided by us.

Your access to the Platform and the provision of the Service is subject to Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access the Platform or use the Service.

By accessing the Platform or using the Service you agree to be bound by these Terms. Since the Terms are essential for the performance of the Service, you may choose to not access the Platform nor avail the Service if you disagree with any part of these Terms.

Definitions

For the purposes of these Terms:

- "Account" means a unique account created for You to access the Platform, avail the Service or parts of the Service.
- "Company" (referred to as either "the Company", "We", "Us" or "Our" in this document) refers to KoreFi Business Solutions Private Limited.
- "Ai Accountant" means and includes the Company's proprietary software, tradename, Service and the Platform.
- "Ai Accountant Information" refers to any information, files, reports, analytics, graphs, charts, presentations or any other data which is not User Information.
- "User Information" refers to names, passwords, bank statements, credit card statements, financial information, bills, invoices, or any other information provided or uploaded by the User on the platform. This shall not include any information, files, reports, analytics, graphs, charts, presentations created by the Company and/or the Platform and/or its service providers in the course of the Services or otherwise.
- "Vendor Refund" refers to the refund / reversal of TDS into your bank account / vendor account as may be processed by the Vendor.

- "Service" refers to the activities to be undertaken by the Company and/or its Affiliates for which the User accesses the Platform.
- "Trial Period" shall mean an initial free period of 30 days from signup wherein limited features of the Services may be availed.
- "Vendor" refers to your vendors that you shall identify for the purposes of the Service.
- "You" means the individual availing the Service, or the company, or other legal entity on behalf of which such individual is availing the Service, as applicable.
- "Website" refers to the platform accessible from [https://www.aiaccountant.com/]

1. License to use Platform

The Company hereby grants You a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Platform for Your internal business/financial purposes and for Your own non-commercial use, subject to the Terms contained herein.



2. Scope of Service

The details provided regarding the Service (including description of the Service, functionalities, and potential benefits) are for general information purposes only. The information on the Service is provided with the understanding that the Company is not herein engaged in rendering legal, accounting, tax, or other professional advice and services. As such, the Service should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers. The Company assumes no responsibility for errors or omissions in the contents of the Service. In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or otherwise, arising out of or in connection with the use of the Service or the content of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents of the Service or to discontinue the same, at any time without prior notice. The Company will not be liable to You or any other party for any decision made, or action taken in reliance on the information provided to the Company for availing of the Service or for any direct, consequential, special, or similar damages, even if advised of the possibility of such damages.

3. The Platform and the Services

The Platform is a proprietary technology and financial management tool owned by the Company that You can use for your business to:

- i. Sync data with Your Tally and Zoho accounts
- ii. Pull two years of historical data to generate dashboard
- iii. Create and sync bills and invoices with Tally or Zoho
- iv. Match bills and invoices with actual bank transactions
- v. Categorize your transactions into accounting ledgers using Al
- vi. Upload bank statements and extract transaction.

4. Access:

- (a) You agree to use the Platform only for lawful purposes, and that You are responsible, liable and accountable for all activities that take place through Use of the Platform or availing the Services. We exclude any liability arising out of use of the Platform.
- (b) You agree and understand that You are entitled to access the Platform pursuant to your acceptance of these Terms herein. You acknowledge that Your access and use of the Platform (including the nature, type and extent of such access and use) will always be subject to these Terms and such terms as may be altered as and when deemed fit by the Company.

(c) The Company shall use commercially reasonable efforts to provide the Platform. The Company will also provide reasonable technical support services in accordance with the Company's standard practices. The Company does not make any commitment that the Platform will be available at all times or during any down time (a) caused by outages to any public Internet backbones, networks or servers, (b) caused by any failures of your equipment, systems or local access services, (c) for previously scheduled maintenance, (d) caused by any third party vendor or service provider of the Company, (e) caused by any failure of systems or servers of any third party including that of the government and its authorities and/or financial institutions such as asset management companies or any financial intermediaries, (f) attributable to events such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, hacking, phishing or interruptions in Internet services to an area where the Company or its servers are located or co-located, or (g) required pursuant to instructions from any governmental or regulatory authority.

5. Sign-Up and Consent Requirements

- (a) You agree that You are authorized to deal and transact with the User Information and the Ai Accountant Information and necessary documents required to avail the Services and operate the Platform.
- (b) You agree to provide the required User Information, or such other information as may be necessary or required by the Company to provide the Services, at the time of sign-up or at any subsequent stage.
- (c) You agree that the Services provided by the Platform shall be so provided only upon updation of necessary information and details as required by the Platform.
- (d) You warrant to provide true, accurate, current and complete information about Yourself and You agree to not misrepresent your identity or Your account information. You agree to keep Your account information up to date and accurate.
- (e) If You upload or wish to upload any information relating to or involving any third parties, You agree to ensure that such information shall be uploaded only after obtaining express written consent from such third parties. Further, You agree to ensure that express written consent from such third parties is obtained to receive communications from the Company regarding information about the Company and its services; promotional offers and service related matters from the Company and its Affiliates. If such third parties fail to provide written consent, or withdraw consent, You shall immediately cease to use the Services in relation to them. You will be solely responsible for obtaining such consent from third parties. By agreeing to the Terms, You have represented to the Company that You have sought and received

consent to provide such Information relating to any of such third parties prior to using the Platform for such third parties.

- (f) If you provide any information that is false, inaccurate or outdated, or the Company has any reasonable grounds to suspect that such information is false, inaccurate or outdated, the Company shall be entitled to suspend or terminate Your Account and prohibit any further access to the Platform and/or use of the Services by You.
- (g) You are responsible for maintaining the confidentiality of the Account and shall always be fully responsible for all activities undertaken from Your Account.
- (h) You authorize the Company to engage with and provide Your Information to third parties such as software providers and hosting service providers in order for the Company to maintain the Platform and provide the Services to You. The products and services made available by third party service providers may have additional terms that apply to you. You agree to be bound by such other additional terms.

6. Veracity of Information

The Company assumes that all information provided to the Company to perform the Services are true and complete, and do not contain any misrepresentations, typographical errors, or inaccuracies. The Company is not liable to verify the accuracy and completeness of information provided to avail the Service. The Company shall not be liable for any errors or omissions in the information provided to the Company by the User. You acknowledge that any reliance on the information provided is at their own risk.

7. Information Gathering and Usage:

- (a) When you register for an Account on the Platform the Platform may ask for Information such as name of the company, industry, email address, phone number.
- (b) Once Your account is activated, You may choose to avail of the Services by uploading Your financial data such as credit card statements, bank statements, vendor details, invoices, etc.
- (c) You represent that You have the rights and authorizations required to upload, generate, migrate or publish all User Information through the use of the Platform.
- (d) You understand and agree that in order to experience the full functionality of the Services and Platform You may need to upload password-protected Bank statements and provide the password for us to access it. You expressly give consent to the Company to process the data so provided.

- (e) You agree to have read and understood the Company's Privacy Policy at <u>Privacy Policy</u> All User Information will be used and processed in accordance with these Terms and the Privacy Policy (which is deemed to be incorporated herein by this reference).
- (f) You agree that the User Information uploaded by You can be used, viewed, analyzed, processed, stored, deleted by the Company and its third-party service providers.
- (g) You agree that the Company may also use the Information for general purposes such as provision of other products and services, billing and invoicing, identification and authentication, service improvement, cross-selling, contact and research.

8. Permitted Use

- (a) You are permitted to use the Platform in accordance with these Terms and all applicable laws and regulations.
- (b) The Company is incorporated in India with headquarters in Bangalore, Karnataka. Access to the Platform may be restricted in certain geographies. If you access the Platform or avail Services from outside India, You agree to do so on Your own will and risk. You shall be solely responsible for compliance with laws as applicable in Your jurisdiction and/or the jurisdiction of the territory where (a) the Platform is accessed or used (2) Information is generated, uploaded, stored, deleted by You; and (c) Services are availed by You.

9. Prohibited Use: You undertake not to:

- (a) Re-sell the functionalities or Services provided by the Platform;
- (b) Use the Platform to host, display, upload, modify, publish, transmit, update or share any information, material or content that does not belong to You.
- (c) Use the Platform to host, display, upload, modify, publish, transmit, update or share any information, material or content which is grossly harmful, harassing, derogatory, blasphemous, offensive, obscene, pornographic, pedophilic, libelous, invasive of others' privacy, hateful, racially or ethnically objectionable, disparaging, relating or encouraging gambling, money laundering or engaging in activities which would cause offence to others on grounds of race, religion, creed, or sex or is otherwise unlawful in any manner;
- (d) Use the Platform to create, host, display, upload, modify, publish, transmit, update, share or transmit material which infringes the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of any party;

- (e) Use the Platform to create, host, display, upload, modify, publish, transmit, update, share or transmit any information, material or content for an unlawful purpose;
- (f) Use the Platform (including by hosting, displaying, uploading, modifying, publishing, transmitting, updating or sharing any information, material or content) to impersonate another person;
- (g) Use the Platform to host, display, upload, modify, transmit, update or share any information, material or content that contains software viruses or any other computer codes, files or programs designed to harm or intercept, destroy or limit the functionality of any computer resource;
- (h) Use the Platform to host, display, upload, modify, publish, transmit, update or share any information, material or content that threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offence or is insulting any other nation;
- (i) Use the Platform in any manner not permitted under these Terms;
- (j) Use the Platform for any unauthorised marketing purposes or for sending any unsolicited materials or advertisements.

10.Information

If you provide the User Information on the Platform, the ownership of the User Information remains with You or the entity that has generated the Information. The Company shall delete this Information upon (a) Your request to the Company for deletion of the Information (b) instruction for deletion received from any statutory, regulatory or governmental body (c) discontinuation of the Platform for any reason whatsoever (d) data breach situations. The Information, once deleted, cannot be recovered.

The ownership of Ai Accountant Information shall belong to the Company at all points in time. You agree to not claim or contest ownership rights on Ai Accountant Information.

11. Sharing Ai Accountant information with third parties

Your use of the Platform is at your sole risk. The Platform and Services provided herein are on an "as is" and "as available" basis. The Company, and their respective officers, directors, employees, agents and other representatives, expressly disclaim all warranties and liabilities of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, should You rely, use, publish, transmit or share with any third-

party the material generated from the Platform/ by the Services, the Company makes no warranty that: (i) the Services will meet your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; and (iii) information that may be obtained via the Platform and the Services will be accurate or reliable.

12. Use of Third-Party Services

The nature and manner of our use of third party services is as below:

- i. **Zoho and Tally integration**: Ai Accountant uses APIs to share and sync data with Zoho and Tally.
- ii. **Two-Way Sync**: Ai Accountant sends and receives data from Tally and Zoho for Accounts Payable (bills) and Accounts Receivable (invoices).
- iii. **One-Way Sync**: Data from Ai Accountant's Transaction module and Dashboard is sent only one way to Tally or Zoho.

13. Ownership of Ai Accountant Information

All intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, know-how, and any other proprietary information developed or used in connection with the Ai Accountant platform, shall be and remain the sole and exclusive property of the Company or its licensors. You acknowledge that Ai Accountant is a proprietary platform and that you have no right, title, or interest in Ai Accountant or any of its underlying technology, except as expressly granted to you in this Agreement.

14. Free Trial

If you register for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of free trial period for which you registered or are registering to use the applicable Service or (b) the start date of any purchased Services ordered by You. Terms and conditions contained herein apply to usage of the Services and/or the Platform in the trial period. Additional terms and conditions may appear upon your conversion from a free trial to a paid account. Any such additional terms and conditions are incorporated herein by reference and are legally binding.

15.Cookies: A cookie is a small amount of data, which often includes and anonymous unique identifier, that is sent to Your browser from a website's computers and stored on Your computer's hard drive.

Cookies are required to use the Platform. We use cookies to record current session information and allow you to login every time you come to the site through the same browser.

16. Security of Your Information

Our security measures include:

- Security controls which protect the entire Company's IT infrastructure from external attack and unauthorised access; and
- Internal policies setting out our data security methodology and training for employees.

(a) What You can do to help protect Your data:

The Company will never ask You to confirm Your bank account or credit card details via email. If You receive an email claiming to be from the Company asking You to do so, please ignore and do not respond.

If You are using a computing device in a public location, we recommend that you always log out and close the website browser when You complete an online session.

In addition, we recommend that You take the following security measures to enhance Your online safety, both in relation to the Company's Services and more generally:

- Keep your account passwords private. It is advised that you change your account password immediately upon any suspicion of or incident of unauthorised access.
- When creating a password, use at least 8 characters. A combination of letters and numbers is best. Do not use dictionary words, your name, email address, or other personal data that can be easily obtained. We also recommend that you periodically change your password avoid using the same password for multiple online accounts.

(b) Treatment of password protected files

You acknowledge and agree that certain files or data provided by your respective Bank may be password-protected. You agree to maintain the confidentiality of all passwords provided by the Bank and not share them with any unauthorised third-party.

If Your password is compromised or used by an unauthorised party, You shall be solely responsible for any resulting damages or losses. The Company shall not be liable for any damages or losses arising from unauthorised access to password-protected files.

17. Disclaimers: The Company does not represent or warrant in any manner:

- (a) The Platform will be available at all times and will operate error free or these there will be uninterrupted access and service; or
- (b) The integrity of the User Information will be maintained

18. Affiliate

The Company may use the services of its group entities under common control. Accordingly, your data may be shared with such group entities on a need-to-know basis to provide the Service, and to offer other products/services that the Company feels may interest you. All such offerings shall be restricted within the group entities of the Company.

19. Governing Law

Subject to other provisions in these Terms, courts in Bangalore, Karnataka shall have exclusive jurisdiction over all issues arising out of these Terms.

20. Change to these Terms

The Company may periodically update the Terms. By continuing to use the Platform and/or avail the Services, You agree you shall keep Yourself updated regarding any modified Terms and You further agree to be bound the same.

- **21.Contact Us**: If you have any questions about the Terms, You can contact Us:
- By visiting this page on our website: Talk to us
- By sending us an email: support@aiaccountant.com