

TERMS OF USE

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF THE INFORMATION TECHNOLOGY ACT, 2000, RULES ISSUED THERE UNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS DOCUMENT IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES.

THIS DOCUMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES AND DIGITAL MEDIA ETHICS CODE) RULES, 2021 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND USER AGREEMENT FOR ACCESS AND USE OF <https://www.capximize.com> and <https://app.capximize.com> (HEREINAFTER REFERRED TO AS “THE PLATFORM”).

THE PLATFORM IS OWNED AND OPERATED BY CAPXIMIZE INDIA PRIVATE LIMITED (HEREINAFTER REFERRED TO AS “THE COMPANY”, “WE”, “US” OR “OUR”).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING, BROWSING OR USING THE PLATFORM. BY ACCESSING, BROWSING OR USING THE PLATFORM, YOU, THE USER, ACCEPT AND AGREE TO THESE TERMS WHICH BIND YOU LEGALLY. IF YOU DO NOT AGREE TO THESE TERMS YOU ARE NOT PERMITTED TO USE THE PLATFORM AND YOU MUST IMMEDIATELY CEASE ACCESSING, BROWSING OR USING THE PLATFORM.

BY ACCESSING, BROWSING OR USING THE PLATFORM, YOU ACKNOWLEDGE AND CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS (INCLUDING TERMS AND CONDITIONS AS INCORPORATED BY REFERENCE HEREIN) AND THAT YOU SHALL BE ENTERING INTO BINDING OBLIGATIONS WITH THE COMPANY IN ACCORDANCE WITH THE TERMS AS SET OUT HEREINAFTER INCLUDING THE POLICIES INCORPORATED HEREIN BY WAY OF REFERENCE.

1. ELIGIBILITY

Use of the Platform is available only to persons who are above the age of 18 years and “competent to contract” within the meaning of the Indian Contract Act, 1872. You declare and confirm that you are above 18 (Eighteen) years of age, and have the capacity to contract while availing the Services offered herein via this Platform. Any misrepresentation of facts on your part, or omission to state facts (willful or otherwise) asked for or otherwise required by the Platform or any person designated by the Platform will cause an immediate termination of services.

2. REGISTRATION AND USE

The Platform requires you to create an account for accessing and utilizing the services available on the Platform. You must create an account and specify your username and password which shall be personal to you solely. You are not permitted to share your login credentials with any third party or otherwise permit the use of the Platform by any third party who is not the owner of the account.

At the time of registration, the Platform may require you to submit your mobile number and validate the information through a one time password (OTP) mechanism or through any other mechanism as may be prescribed on the Platform. This OTP is personal to you solely and you are not permitted to share your OTP with any third party or otherwise receive such OTP through a mobile number which is not personal to you. Further for receiving such OTP and registration, you will submit valid credentials and information as may be requested on the Platform.

The Platform may also request you to provide additional information post account creation including information pertaining to your business registration and licenses. Such information may be validated by the Company through a KYC check process to ensure that only genuine users are accessing the Platform and availing the services provided herein. The Company reserves its right to seek

additional information or cancel your registration and account in the event that the information provided by you is found to be inaccurate or misleading in any manner.

Registration and use of the Platform is subject to such charges as specified in these Terms.

Any entity proposing to register as a Capxmizee (please see description below) will require a valid email ID and / or phone number to register on the Platform. Any entity proposing to register as a Capximizer (please see description below) will require (i) a valid email ID and / or phone number (ii) GST Number and (iii) CIN (optional) to register on the Platform.

3. DESCRIPTION OF SERVICES

3.1. The Platform is solely a forum which connects entities having surplus manufacturing capacity (hereinafter referred to as “**Capximizers**”) with entities which are seeking to use such surplus capacity for their manufacturing needs (“**Capximizees**”). As part of its services, the Company matches requirements of the Capximizees requiring surplus manufacturing capacity with the existing database of Capximizers available on the Platform, and shares the details and information of the relevant Capximizers who match such requirements with the Capximizees. Capximizees and Capximizers shall be hereinafter collectively referred to as “**Users**”.

3.2. Capximizers registering on the Platform are required to provide information relating to their capacities and capabilities in addition to other sector specific information as may be requested on the Platform. Information from Capximizers is collected in a stage wise process. At the time of registration, Capximizers are required to provide details as to the relevant industry, corporate details and contact details. The contact details may be validated through an OTP validation

process or other similar process as may be specified. Upon completion of registration and to avail services on the Platform, Capximizers will be required to provide certain mandatory information pertaining to their gross manufacturing capacity, surplus capacity available and capability as per the form available on the Platform. In addition to such mandatory information, Capximizers may provide additional information including but not limited to response to compliance queries as may be raised on the Platform. We advise Capximizers to provide such additional information in order to receive better results.

- 3.3. Platform also requires Capximizees to register on the Platform to avail services provided by the Company. At the time of registration, Capximizees will need to provide details as to the relevant industry of their operations, corporate details and contact details besides validating such information through the OTP mechanism or such other mechanism specified on the Platform.
- 3.4. The Capximizers acknowledge and agree that the Company shall have the right to share with Capximizees from time to time, the details and information of the relevant Capximizers available on the Platform who match the requirements of such Capximizee. The Company may in its discretion limit the number of responses provided to any User or specify processes to be completed for disclosure of such information to prevent any unauthorised use or fraudulent or abusive practices on the Platform. The terms and conditions of sharing of such information shall be mutually agreed between the Company and the Capximizee. Such Capximizee at its sole discretion (and without any involvement or recommendation of the Company and Platform) may contact one or more Capximizers for further discussions on utilization of surplus manufacturing capacity of such Capximizer by it.

- 3.5. In addition to the above, the Capximizees based on their needs may raise queries from time to time for seeking surplus manufacturing capacities available with the Capximizers. The Platform further enables Capximizees to add additional information pertaining to their requirements which enables filtering and shortlisting of potential Capximizers on the Platform. Based on the responses provided by the Capximizees including responses to further questions proposed by the Platform for further filtering of Capximizers, the proprietary algorithms available on the Platform will search and shortlist the potential Capximizers which are available on the Platform. The Capximizee may further filter the search results by obtaining additional information from the shortlisted Capximizers on legal compliances in addition to commercial, financial and technical requirements as per the forms available on the Platform.
- 3.6. In addition to the provisions of para 3.4 above, the Capximizers also acknowledge and agree that upon shortlisting under para 3.5, the Platform shall have the right to share the details and information of the shortlisted Capximizers with the relevant Capximizee. The Company may in its discretion limit the number of responses provided to any User or specify processes to be completed for disclosure of such information to prevent any unauthorised use or fraudulent or abusive practices on the Platform. The Platform may specify additional terms and conditions for sharing of such information which will be communicated to the Capximizee, and mutually agreed between the Company and the Capximizee prior to disclosure of such information. Such Capximizee at its sole discretion (and without any involvement or recommendation of the Company and Platform) may contact one or more Capximizers for further discussions on utilization of surplus manufacturing capacity of such Capximizer by it.
- 3.7. Please note that the information pertaining to Capximizers and Capximizees shall be displayed/ provided to the Users on an “As Is As Available basis” based on the

information shared by such Users on the Platform. Further, provisions of para 6.3 shall apply to such information and its usage by the Users. Without prejudice to the above, the Users accessing the information of other Users on the Platform are required to conduct their own due diligence to verify *inter alia* the accuracy, completeness, correctness, merchantability or the fitness of such information prior to relying on such information or proceeding with any decisions or transaction in connection with the same. The Platform or Company shall not be responsible for such information or its usage by the User or any decision or transaction undertaken by the User in connection with or in reliance of such information.

- 3.8. The Platform may also list out few 3rd party agencies which provide one or more services including due diligence, drafting and finalization of agreements between the Users between the Users, etc. The Users will have complete discretion to choose the relevant agencies for obtaining services from within or outside the list. The Users shall be required to negotiate the nature, scope and pricing of such third party services directly with such agencies and all payments shall be directly made by the Users to such agencies. All the transactions with such agencies shall be outside the Platform and the Company assumes no responsibility or liability towards the same. For avoidance of doubt it is clarified that the Company does not presently provide such services directly or indirectly, and the agencies listed on the platform are independent contractors and shall not be treated as 'recommendations' of the Platform or the Company. While the Company endeavors to ensure that only genuine and established third party service providers are listed on the Platform, the Company provides no representation or warranties with respect to such third party agencies including any warranties pertaining to the quality, performance, suitability, reputation or pricing of their services. The engagement of such agencies by the Users shall be pursuant to an independent contract to be executed between the User and the agency.

3.9. The Company may also in future provide facilitation or other services wherein apart from connecting the Capximizers and a Capximizees, the Company may facilitate the execution of the agreements between a Capximizer and a Capximizee for utilization of Capximizer's surplus manufacturing capacity by the Capximizee. Such services may also entail a modification to the process presently on the Platform wherein the disclosure of information pertaining to Users may be subject to execution of referral agreements with the Company and / or fixation of mutually agreed consideration for such services. The Company therefore, reserves its right to amend these Terms to provide the mechanism and necessary terms for provision of such services (including the consideration payable for such services by the Users) by the Company/ Platform as and when it intends to commence provision of the said services.

4. CHARGES

The Company may charge a one-time registration fees to the Users registering on the Platform which amount shall be applicable for the 12 (Twelve) month period from the date of registration of the relevant User. Thereafter, an annual subscription fees may also be charged to the Users which amount shall be paid by the Users in advance for the respective annual period. The aforesaid registration and annual subscription fees may be updated or revised by the Company at its discretion from time to time. The quantum of such fees and any updates to the pricing policy including changes in the registration and annual subscription fees shall be notified on the Platform.

5. PRIVACY POLICY

The Company protects user information in accordance to its [Privacy Policy](#) posted on the Platform which provides a description of the manner in which the

Company collects, stores and processes the personal information provided by you. The Privacy Policy, as amended from time to time, is incorporated by reference to be a part of these Terms of Use and you accept the same by usage of the Platform or through provision of any information as requested on the Platform.

6. USER CONTENT

- 6.1. The Platform may collect, store, process, use and display information relating to Capximizer and Capximizee (Users) in accordance with these Terms including the Privacy Policy. Such information may include information pertaining to business registrations, licenses, existing capacity and requirements which are submitted by the Capximizers and the Capximizees on the Platform.
- 6.2. The Company utilizes its proprietary algorithms on the Platform to match the requirements of the Capximizees with the information (including existing surplus capacity) submitted by the Capximizers. As such the Platform's services are dependent on the accuracy, correctness, completeness and fitness of the information submitted by the Capximizers and the Capximizees.
- 6.3. While the Company makes reasonable efforts to assess the genuineness of the users who are submitting information or content on the Platform, you agree and acknowledge that:
 - (a) All user content available on the Platform is provided on an "as is and as available basis". The Company expressly disclaims all representations or warranties including any implied warranties in relation to any content submitted by the Capximizees or the Capximizers;
 - (b) The Company is not responsible for verifying the accuracy, completeness, correctness, merchantability or the fitness for a particular purpose of the

content uploaded by the users on the Platform. The users may conduct their own due diligence prior to entering into specific transactions with other users for utilization of the surplus capacity or for availing any other Service on the Platform or taking any decision or action in connection with or as a result of access to such content or information about other Users on the Platform. The Platform or Company shall not be responsible for such content or its usage by the User or any decision or transaction undertaken by the User in connection with or in reliance of such content;

- (c) The Company further shall not be responsible for any defect in services arising as a consequence of any incorrect, incomplete or misleading information provided by a User; and
- (d) The Company acts purely as Platform provider for connecting Capximizer and a Capximizee but is not responsible for the execution of any agreements or arrangement between Capximizer and Capximizee. Further, the Platform shall also not be responsible or liable in any manner whatsoever for the correctness, implementation, or successful fulfillment of all warranties, representations, obligations or guarantees under such any agreement or arrangement executed between the Users. The Company shall also not be responsible or liable for any breach or non-performance of the obligations under the aforesaid agreement or arrangement by the Capximizer and/ or Capximizee, as the case may be.

7. THIRD PARTY SITES

- 7.1. We may permit our third parties and affiliates to run advertisements, marketing or digital promotional campaigns on our Platform to enable such third parties / affiliates to market their products or services to the users on the Platform. These marketing or promotional campaigns may have embedded links which will

re-direct users to external sites which are owned or operated by such third parties /affiliates.

7.2. We may further use third party agencies for payment processing purposes. These third-party service providers have access to personal information needed to perform their functions, but are obligated not to use it for any other purposes. Such payment sites are obligated to follow the Payment Card Industry Data Security Standard (PCI DSS) when handling payment card data and comply with applicable laws in this regard. Such third party agencies may redirect the User to external secure links for undertaking payment processing.

7.3. Your access or use of such third party sites and external links are subject to the terms and conditions including privacy policies as may be specified on such sites. The Company is not responsible for verifying the accuracy and content of any promotional and marketing campaigns run by a third party on the Platform or for any defect in products or services utilised or availed by the User as a result of such promotional and marketing campaigns run on the Platform. The users are advised to read the terms of such third party sites carefully prior to accessing or using the services of such third parties.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

8.1. You agree and acknowledge that all intellectual property rights in and to the Platform including but not limited to content, services, offerings, programs, algorithms, technology, source code, object code, know how, methodology, design, text, graphics, images, logos, buttons, icons, interfaces, audio and video clips, database and the selection and arrangements thereof belong exclusively to the Company or their licensors. Except and to the extent of any license specifically granted as per these Terms, you do not have any rights in, or to, the intellectual property owned by the Company.

- 8.2. In the event that you elect to share information with the Company through the Platform, you agree and acknowledge that (i) all information supplied by you is either original to you, or you have the right to share it with the Company, (ii) the Company may utilize the information you supply, in whole or in part, in any manner in connection with the Platform, subject to the terms as specified in the Privacy Policy (iii) any modifications or improvements made to the Platform or Company's products or services as a result of your feedback are owned and controlled solely by the Company, (iv) you have no right, title or interest in or to the Platform as a result of sharing your feedback.
- 8.3. All trademarks, service marks, trade names, slogans and logos are proprietary to the Company or used by the Company with the permission of its third-party providers. Nothing contained on in this Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this Platform without the written permission of Company. You further acknowledge that you have no right to have access to the Platform in source code form.

9. LICENSE

- 9.1. Subject to these Terms and the Privacy Policy, we grant to you a non-exclusive, non-transferable, non-sub-licensable, personal, limited, revocable license to use the Platform for receiving services provided by the Company. Any other use of the Platform is strictly prohibited. We reserve all rights in and to the Platform.
- 9.2. Except as expressly permitted under these Terms, you agree:
- (a) not to copy, reproduce, republish, reuse, upload, post, transmit or distribute any content presented in or provided by the Platform, including without limitation for public or commercial purposes, including any text,

images, audio and video, except as permitted by the Platform's sharing function;

- (b) not to rent, lease, sub-license, loan, distribute, time-share, or translate the Platform including your login credentials in any way;
- (c) not to make alterations to, or modifications of, the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform;
- (e) not to sell, resell, or exploit the Platform in whole or in part (including object and source code), in any form to any person without prior written consent from the Company;
- (f) not to remove any copyright, trademark or other proprietary rights notices from the Platform;
- (g) Access, monitor or copy any content or information of this Platform using any robot, crawler, spider, scraper, or other automated means or any manual process for any purpose without our express written permission.

10. USER CONDUCT

10.1. The users while accessing, browsing or otherwise using the Platform shall not host, display, upload, modify, publish, transmit, store, update or share any information that:

- (a) belongs to another person and to which you do not have any right;

- (b) is grossly harmful, insulting or harassing on the basis of gender, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy including bodily privacy, hateful, or racially or ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force in any manner whatever;
- (c) is harmful to child;
- (d) infringes any patent, trademark, copyright, design or other proprietary/intellectual property rights of the Company or of any third party;
- (e) violates any law for the time being in force;
- (f) deceives or misleads the addressee about the origin of such messages or knowingly or intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact or is grossly offensive or menacing in nature;
- (g) impersonates 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;
- (i) 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 offence or prevents investigation of any offence or is insulting any other nation.

- (j) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

10.2. By accessing / using the Platform or by availing any services on the Platform, you agree not to:

- (a) Undertake transactions with the use of fictitious accounts or for fraudulent transactions or transactions which are fake or to undertake any activity which may result in or is aimed and intended to cause wrongful loss to the Company;
- (b) Make any speculative, false, or fraudulent transaction on the Platform;
- (c) Violate the restrictions in any robot exclusion headers on this Platform or bypass or restrict or circumvent other measures employed to prevent or limit access to this Platform;
- (d) Take any action that imposes, or may impose, in the Company's discretion, an unreasonable or disproportionately large load on the Company's infrastructure;
- (e) Deep-link to any portion of the Platform (including, without limitation, the purchase path for any service) for any purpose without our express written permission;
- (f) "Frame", "mirror" or otherwise incorporate any part of this Platform into any other Platform without our prior written authorization;
- (g) Store or use any downloaded data in an archival database or other searchable database.

- 10.3. You undertake to provide only such information which is true, accurate, current and complete.
- 10.4. By using the Platform or any ancillary services, you automatically consent to abide by any and all of these obligations. A failure to comply with these obligations will render you solely liable and you agree to indemnify the Company for breach of these obligations.
- 10.5. In the event of a violation or breach of these Terms including User's obligations under Sections 9 and 10, the Company shall have the right to remove any non-compliant information submitted by the User, cancel the registration of the User and/or forfeit any amounts received besides initiating legal actions against the User as may be warranted depending on the nature of the violation.

11. SUBMITTED CONTENT

By sharing or submitting any content including any data and information on the Platform, you agree that you shall be solely responsible for all content you post on the Platform and Company shall not be responsible for any content you make available on or through the Platform. With respect to such content you submit or make available on the Platform, you grant Company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, disclose, modify, create derivative works, and sublicense such materials or any part of such content, subject to the terms of the Privacy Policy. You agree that you are fully responsible for the content you submit.

12. DISCLAIMER

- 12.1. The Company will endeavor to provide all services or features related information and the users are advised to be informed of all such information before using the services or registering on the Platform.
- 12.2. The Company has been very cautious in the preparation of content of the Platform including but not limited to description, images, etc. However, these may vary from the actual services provided due to various reasons including but not limited to computer monitor settings, typography errors etc. The Company shall not be bound by any errors or omissions in posting information with respect to the Services or with respect to any products or services offered on the Platform.
- 12.3. The services on the Platform are provided on "as is" and "as available" basis, without any representation or warranties, express or implied including but not limited to the representation or assurances as to the quality, merchantability, accuracy, fitness or non-infringement of third party rights. Without prejudice to the generality of the foregoing, by accessing or availing the services on the Platform, you specifically acknowledge that:
 - (a) The Company does not provide any representation, warranty or guarantee that the Capximizer will receive any minimum number of queries or offers with respect to surplus capacity offered on the Platform or that the Platform will provide any minimum number of shortlisted candidates or Capximizers for the queries raised by the Capximizees or that the Capximizee will find matches as per the queries or requirements raised.
 - (b) The Company further does not provide any warranty or guarantee that any negotiations or discussions between the Capximizee or Capximizer will result in conclusion of successful transactions or execution of any agreement or arrangement between the Users.

- (c) The Platform serves solely as a forum for connecting Capximizers and Capximizees interested in entering into arrangements for utilization of surplus manufacturing capacities in the possession of the Capximizers. Neither the Platform, Company or any of its directors, officers or representatives or affiliates will be responsible for any breach of any agreements, misrepresentations, negligence, defaults or claims by the Capximizer, Capximizee or their respective authorized representatives, sub-contractors or affiliates arising out of any agreements or arrangement executed between the Capximizer and the Capximizee or failure by the Capximizer and the Capximizee to enter into any arrangement or agreement even though they have been connected via the Platform or by the Company.

- (d) Neither is the Company responsible for nor does it guarantee (i) execution of agreements between the Users even though connected via the Platform or by the Company or (ii) performance of obligations, under any agreements or arrangement executed between the Capximizer and the Capximizee. All of the aforesaid activities shall be the sole responsibility of the relevant Capximizer and the Capximizee without having recourse or claim against the Platform and/ or the Company.

12.4. The Company does not warrant that:

- (a) The Platform will be constantly available, or available at all. The Platform may be down for maintenance or there may be a network problem, or the Platform may be experiencing excessive load in which case, the Platform may not be accessible by users;

- (a) That the Platform shall generally meet your requirements;

- (b) That the information provided is accurate or up-to-date;
- (c) That any error/ flaw in the technology will be corrected;
- (d) That the results that may be obtained from the use of the services will be accurate or reliable,
- (e) That the quality of any facilities, products, services, information, or other material purchased or obtained by you through the services will meet your expectations, and that any third party making decisions based on information about you received via the Service will be accurate, in your favour or otherwise meet your expectations.

12.5. You further acknowledge that on account of any technical error, loss of connectivity or network issues, certain features on the Platform may not function properly or at all. You acknowledge that the Company will not be liable for any losses or damages suffered by you on account of such technical errors, interconnectivity or network issues.

12.6. You further acknowledge that the Company engages third party payment aggregators and payment gateway service providers for provision of payment processing services. While the Company takes every precaution to ensure that payment processing services are provided on the Platform on a smooth, uninterrupted and secure manner including by obligating such third party payment processing service providers to comply with the PCI DSS standards, you agree and acknowledge that the Company will not be responsible for any interruption or non-availability of the service or otherwise for any fraud, loss, theft, misappropriate or misuse of card or other data / information provided by

the User on the links available on the Platform or any attempts to the foregoing by any external third party.

- 12.7. This disclaimer of liability also applies to any damages or injury caused or any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action.

13. Indemnity

You, the user agree to defend, indemnify and hold harmless the Company, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to the Company or any third party, including but not limited to the non-fulfillment of any of your obligations under these Terms of Use or arising out of your violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights.

14. Limitation of Liability

You expressly understand and agree that Company (including its subsidiaries, affiliates, directors, officers, employees, representatives and providers) shall not be liable for any direct, indirect, incidental, special, consequential or exemplary

damages, including but not limited to damages for loss of profits, opportunity, goodwill, use, data or other intangible losses, even if Company has been advised of the possibility of such damages, resulting from:

- (a) any failure or delay (including without limitation the use of or inability to use any component of the Platform),
- (b) any use of the Platform or content, or
- (c) the performance or non-performance by the Company, even if we have been advised of the possibility of damages to such parties or any other party, or any damages to or viruses that may infect your computer equipment or other property as the result of your access to the Platform or your downloading of any content from the Platform.

If, despite the limitation above, Company is found liable for any proven and actual loss or damage which arises out of or in any way connected with any of the occurrences described above, then you agree that the liability of Company shall be restricted to, in the aggregate, any Service/transactional fees paid by you to the Company in connection with such transaction(s) entered on the Platform.

15. SECURITY

You are prohibited from violating or attempting to violate the security of the Platform. You are prohibited from doing any of the following:

- (a) Accessing data not intended for you or logging onto a server or an account which you are not authorized to access;
- (b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

- (c) Attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, 'flooding,' 'spamming', 'mail bombing' or 'crashing;'
- (d) Sending unsolicited email, including promotions and/or advertising of products or services;
- (e) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- (f) Violations of system or network security, which may result in civil or criminal liability; or
- (g) Any other action which, at our discretion, constitutes or is likely to constitute a threat to the security of the Platform.

16. COMMENTS / POSTS

16.1. By accessing/using the Platform, you specifically acknowledge and understand that the Company has invested and continues to invest significant amounts towards the development and maintenance of the Platform and that any negative feedback/comment/review may cause severe losses to the Company especially where the Company has not had the opportunity to address such comment/review. Consequently, in order to prevent such wrongful loss, you, the User specifically agree not to post any negative feedback/comment/review whether on the Platform or on any public domain without first bringing the same to the notice of the Grievance Redressal officer specifying your feedback and further permitting the Company through its Grievance Redressal Officer to address any issues/queries or feedbacks as provided by you.

16.2. You further understand and acknowledge that failure on your part to consult with the grievance redressal officer and posting /uploading or otherwise disseminating any negative comments/feedbacks without providing any opportunity to the Company to address your grievances/issues shall entitle the Company to proceed against you, the User for damages for any losses suffered by the Company. Any claim for damages shall be in addition to the rights for injunctive reliefs since claim for damages may not be a sufficient remedy. The Company shall further be entitled to treat any such feedback/comment to be defamatory / libelous in nature and take appropriate action against the User as it may deem fit.

17. GOVERNING LAW AND JURISDICTION

These Terms of Use shall be construed in accordance with the Applicable laws of India. In case of any dispute or difference either in interpretation or otherwise, of any terms of these Terms of Use between the parties hereto, the parties shall attempt to resolve the same through discussion. In case the parties fail to arrive at an amiable solution through discussion, the same shall be referred to Arbitration by a Sole Arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time. The Company shall appoint a sole Arbitrator for adjudication of disputes through and arbitration and his decision shall be final and binding on the parties hereto. The seat of arbitration shall be Mumbai, India. The terms of use shall be governed in accordance with applicable Indian Laws. Users acknowledge that the Services under this Platform are provided solely in India and are meant for transactions which are proposed to effected through the Platform in India. While the Company makes every effort to ensure that the Platform operates in a legally compliant manner, you, the User acknowledge and agree that the Company shall not be responsible for complying with the law of different jurisdiction where the

Users are based out of. The Users specifically waive any rights which are granted to the Users under any foreign laws and further acknowledge the adequacy and sufficiency of the laws of India to protect *inter alia* the privacy rights of the Users.

18. MODIFICATION TO TERMS AND CONDITIONS

The Company reserves the right to modify these Terms, at any time, without any prior notification to you personally. If we decide to change the Terms, we will post those changes to this Terms of Use on the home page, and other places we deem appropriate, along with a change notice where we feel that it is necessary.

19. CONTACT US

In case you require any clarifications or in case of any issues arising pursuant to the terms of use (or related policies), you may contact us using details provided in the “Contact Us” Tab provided on the Platform.

20. GRIEVANCE REDRESSAL MECHANISM

20.1. In accordance with Information Technology Act 2000 and rules made there under and the Consumer Protection (E-Commerce) Rules, 2020, the name and contact details of the Grievance Officer are provided below:

1. Grievance Redressal Officer for Technical Issues

Name: Uday Maydeo

Designation: Chief Technology Officer

Email: uday.maydeo@capximize.com

2. Grievance Redressal Officer for Commercial Issues

Name: Avinash Bapat

Designation: Co-founder

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