

Pi31 Labs Private Limited

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Terms of Service for Airim Subscription

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Please read these Terms of Service and Privacy Policy (together, these “**Terms**”) carefully as they form a contract between You and Pi31 Labs Private Limited, the parent company of Airim (hereinafter referred to as “**Pi31 Labs**”) and govern use of and access to the Airim Software as a Service (hereinafter referred to as “**Service**”) and the website <https://airim.co> (hereinafter referred to as the “**Website**”) by You, Your Affiliates, Agents and End-Customers whether in connection with a paid subscription to the Service or a free trial of the Service.

In the event of a conflict between these terms of service and the Privacy Policy, these terms of service shall prevail.

By accessing or using the Service or Websites, or authorizing or permitting any Agent or End-User to access or use the Service or Websites, You agree to be bound by these Terms and responsible for the compliance of these Terms by such Authorised or permitted Agent or End-User.

If You are entering into these Terms on behalf of, or for the benefit of a company, organization or another legal entity (an “**Entity**”), You are agreeing to these Terms for that Entity and representing to Pi31 Labs that You have the authority to bind such Entity and its Affiliates to these Terms, in which case the terms “**Airim User**”, “**You**,” “**Your**” or related capitalized terms herein shall refer to such Entity and its Affiliates.

We may update the Service and Our Websites from time to time and may change content at any time. However, please note that any of the content on Our Websites may be out of date at any given time, and we are under no obligation to update it.

1. USE OF THE SERVICE AND WEBSITES

1.1 By using the Service and Our Websites, you represent and warrant that (a) you are fully able, competent and authorised to enter into the terms, conditions, obligations, representations and warranties set forth in these Terms; (b) all registration information You submit is truthful and

accurate; (c) you will maintain the accuracy of such information; (d) have attained the age to legally accept these Terms as per the laws applicable to You and/or at Your location, or the age of 18 years, whichever is higher; and (e) your use of the Service and Our Websites does not violate any applicable law or regulation. Use of the Service and Our Websites is void where prohibited.

1.2 Subject to compliance by You, the Agents and End-Customers with these Terms and solely during the Subscription Term, You have the limited right to access and use the Service in accordance with the Service Plan(s) that You subscribe to for Your internal business purposes. You may not allow more than one third party (other than Your Affiliates) to use your Account to provide customer service or support without prior notification to Pi31 Labs. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by Pi31 Labs from time to time.

1.3 In addition to complying with the other terms, conditions and restrictions set forth below in these Terms, You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than Agents and End-Customers in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) use the Service To Process data on behalf of any third party other than Agents or End-Customers; (c) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (d) falsely imply any sponsorship or association with Pi31 Labs; (e) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (f) use the Service to send unsolicited or unauthorized junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Service; (j) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Service to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103 unless expressly agreed to otherwise in writing by Pi31 Labs; (l) use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); or (m) try to use, or use the Service in violation of these Terms.

1.4 You are responsible for compliance with the provisions of these Terms by Agents and End-Customers and for any and all activities that occur under your account, as well as for all your data. Without limiting the foregoing, You are solely responsible for ensuring that Your use of the Service to store and transmit your data is compliant with all applicable laws and regulations. You also maintain all responsibility for determining whether the Service or the information generated thereby is accurate or sufficient for your purposes. Subject to any limitation on the number of individual Agents available under the Service Plan for which you

subscribed, access to and use of the Service is restricted to the specified number of individual Agents permitted under your subscription to the Service. You agree and acknowledge that each Agent will be identified by a unique username and password (“Login”) and that an Agent Login may only be used by one (1) individual. You will not share an Agent Login among multiple individuals. You and Your Agents are responsible for maintaining the confidentiality of all Login information for Your account. Pi31 Labs will not be held liable for any damage or loss that may result from Your failure to protect Your login information, including Your password.

1.5 In addition to Our rights as set forth in Section 8.4, Pi31 Labs reserves the right, in Pi31 Labs’s reasonable discretion, to temporarily suspend your access to and use of the Service: (a) during planned downtime for upgrades and maintenance to the Service (of which Pi31 Labs will use commercially reasonable efforts to notify you in advance through our Service) (“Planned Downtime”); (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; or (c) if We suspect or detect any Malicious Software connected to Your Account or use of the Service by You, Agents, Your Affiliates or End-Customers. We will use commercially reasonable efforts to schedule Planned Downtime for weekends (Pacific Time zone) and other off-peak hours.

1.6 You may need a high speed Internet connection in order for the Service to function as intended. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, “browser” software that supports protocols used by Pi31 Labs, including Secure Socket Layer (SSL) protocol or other protocols accepted by Pi31 Labs, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents, Your Affiliates or End-Customers of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Your Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by Pi31 Labs. We assume no responsibility for the reliability or performance of any connections as described in this section.

1.7 Pi31 Labs reserves the right to suspend, withdraw, discontinue or change all or any part of Our Websites, excluding the Service, without notice. We will not be liable to You if for any reason Our site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to Our Websites.

1.8 You may link to our Websites provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Websites in any website that is not owned by You. Our Websites

must not be framed on any other website, nor may You create a link to any part of Our Websites other than the home page. We reserve the right to withdraw linking permission without notice.

1.9 We may offer certain services Our Websites as closed or open beta services ("Beta Services") during the testing and evaluation period. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. You will be under no obligation to acquire a subscription to use any paid services as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. We also reserve the right to make the Beta Services available for a subscription fee (which may or may not be lower than the subscription fee payable for paid services).

2. INTELLECTUAL PROPERTY RIGHTS

2.1 Each of us shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Your Affiliates, Agents and End-Customers to use the Service and the Websites under these Terms do not convey any additional rights in the Service or Websites, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service and Websites as expressly stated herein, all rights, title and interest in and to the Service, the Websites and all hardware, Software and other components of or used to provide the Service and Websites, including all related Intellectual Property Rights, will remain with and belong exclusively to Pi31 Labs. Pi31 Labs shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Service and/or Websites or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents or End-Customers. Pi31 Labs, and Pi31 Labs's other product and service names, and logos used or displayed on the Service or Websites are registered or unregistered trademarks of Pi31 Labs (collectively, "Marks"), and You may only use such Marks to identify You as a Pi31 Labs User; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Pi31 Labs, its services or products.

2.2 You must not use any part of the content on Our Websites for commercial purposes without obtaining a license to do so from us or Our licensors. We are the owner or the licensee of all Intellectual Property Rights in Our Websites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

2.3 Pi31 Labs claims no intellectual property rights over the content You upload or provide to the Service.

2.4 Notwithstanding anything to the contrary herein, you agree that Pi31 Labs may obtain and aggregate technical and other data about your use of the Service that is non-personally identifiable with respect to you, including without limitation, timestamps, responses, times of responses, clicks (“**Aggregated Anonymous Data**”), and Pi31 Labs may use the Aggregated Anonymous Data to improve, support and operate the Service and otherwise for any business purpose during and after your use of the Service. For clarity, this Section 2.4 does not give Pi31 Labs the right to identify you as the source of any Aggregated Anonymous Data.

2.5 Pi31 Labs may use your organization's logo in Pi31 Labs's customer list and at other places on its website.

3. THIRD-PARTY SERVICES

3.1 If You decide to enable, access or use Other Services, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Your Data) or any interaction between You and the provider of such Other Services. You irrevocably waive any claim against Pi31 Labs with respect to such Other Services. Pi31 Labs is not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services.

4. BILLING, PLAN MODIFICATIONS AND PAYMENTS

4.1 Unless otherwise indicated on a Form referencing these Terms and subject to Section 5.2, all charges associated with Your access to and use of the Service (“Subscription Charges”) are due in full upon commencement of Your Subscription Term, and You hereby authorize Pi31 Labs or its authorized agents, as applicable, to bill Your credit card or other accepted payment method beginning upon the commencement of Your Subscription Term (and any renewal thereof) in accordance with the terms of the Service Plan until You terminate Your Subscription as provided in these Terms or a Form.

4.2 You acknowledge and agree that Pi31 Labs may use a third party service provider to manage credit card and other payment processing; provided, that such service provider is not permitted to store, retain or use Your payment account information except to process Your credit card and other payment information for Pi31 Labs. In order to ensure that we are able to process Your Subscription Charges without interruption, You must notify us of any change in Your credit card or other payment account information, either by updating Your Account on Our

Website or otherwise. You will receive a receipt upon each receipt of payment by Pi31 Labs, and You may obtain a receipt from within the Service. Any update made by You on the Service Plans shall authorize Pi31 Labs to issue recurring transactions for subsequent terms until cancellation of the account.

4.3 Unless otherwise indicated on a Form referencing these Terms or required by applicable laws and subject to Section 5.2, all Subscription Charges are non-refundable. There will be no refunds or credits for partial months of the Service or if You do not use the Service during a period of time when Your Account is open. Unless otherwise indicated on any Form, if You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms, within a maximum of five (5) business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You, Agents, Your Affiliates and End-Customers. We reserve the right to change the subscription fee and to charge for use of services that are provided free of charge or at a discounted rate.

4.4 If You upgrade or downgrade Your Service Plan, Your credit card or other designated payment method will be charged Your new billing rate immediately (on a pro-rated basis) upon your election to upgrade or downgrade, - unless You cancel Your Account as provided in these Terms or a Form.

4.5 If You upgrade Your Service Plan or increase the number of Agents during Your Subscription Term (a "Subscription Upgrade"), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then-current Subscription Term, charged to Your Account and due and payable upon implementation of such Subscription Upgrade. Your Subscription Charges will reflect any such Subscription Upgrades. in any subsequent Subscription Terms, unless You cancel [the Subscription Upgrade] as provided in these Terms or a Form.

4.6 Other than a credit for downgrade of an annual Service Plan, no refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and Pi31 Labs will not be responsible for such loss. Pi31 Labs reserves the right to contact You if You maintain an exceptionally high number of End-Customers, an unusually high monthly ticket ratio per Agent, an unusually high level of open tickets or other excessive stress on the Service.

4.7 Unless otherwise stated, the Subscription Charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). You are responsible for paying Taxes except those assessable against Pi31 Labs based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced. Any delay or default in payment of such Taxes would

entitle us invoke all or any of the remedies as available in the case of default in payment of Subscription Charges as detailed above.

5. CREDITS POLICY

5.1 Pi31 Labs may choose to offer credits in regards to some or all of the Service. Pi31 Labs reserves the right to award credits at its sole discretion. Credits have no monetary or cash value and can only be used by You to offset Your subsequent payments of Subscription Charges. Credits may only be applied to Subscription Charges due for the Service specifically identified by Pi31 Labs when issuing the credit. Credits can only be used by You and are non-transferable.

5.2 To the extent that You have been awarded credits, unless the instrument (including any coupon) states an earlier expiration date, these credits shall expire and no longer be redeemable twelve (12) months from the date the credit was issued.

6. DATA PRIVACY AND SECURITY; CONFIDENTIALITY

6.1 If You choose, or You are provided with, a user identification code, password or any other piece of information as part of Our security procedures, You must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in Our reasonable opinion You have failed to comply with any of the provisions of these Terms.

6.2 Subject to the express permissions of these Terms, You and Pi31 Labs will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information solely to those of our respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. The provisions of this Section 6 shall supersede any non-disclosure agreement by and between You and Pi31 Labs entered prior to these Terms that would purport to address the confidentiality of Your Data and such agreement shall have no further force or effect with respect to Your Data, except to the extent any provisions thereof are intended or expressly stated to survive.

6.3 Pi31 Labs will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Your Data. These safeguards

may include encryption of Your Data in transmission (using SSL or similar technologies) as described further in Our Privacy Policy .

6.4 You agree that Pi31 Labs and the service providers it utilizes to assist in providing the Service to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Your Data solely to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third party service providers We utilize will only be given access to Your Account and Your Data as is reasonably necessary to provide the Service and will be subject to confidentiality obligations. Pi31 Labs may also access or disclose information about You, Your Account, Agents or End-Customers, including Your Data, in order to (a) comply with the law or respond to lawful requests or legal process; (b) protect Pi31 Labs' or its customers' or partners' rights or property, including enforcement of these Terms or other policies associated with the Services; (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

6.5 We may collect certain information about You, Your Affiliates, Agents and End-Customers as well as Your and their respective devices, computers and use of the Service. We use, disclose, and protect this information as described in Our Privacy Policy , the then-current version of which is available at www.airim.co/privacy and is incorporated into these Terms.

6.6 To the extent Pi31 Labs processes any Personal Data on Your behalf in connection with use of the Service by You, Your Agents and/or End-Customers, Pi31 Labs and You hereby agree that You shall be deemed to be the data controller and Pi31 Labs shall be deemed to be the data processor as those terms are understood under the Directive (and any applicable national legislation implementing the Directive). By utilizing the Service, You consent, on behalf of You and Your Agents and End-Customers (and represent that You have the authority to consent on behalf of Your Agents and End-Customers) to the Processing of Your Data, including, without limitation, any Personal Data, within the Pi31 Labs Group and to other authorized service providers pursuant to these Terms and Our Privacy Policy within the Republic of India, European Economic Area, the United States and in other countries and territories.

7. CANCELLATION AND TERMINATION

7.1 You may elect to terminate Your Account and subscription to the Services at any time by clicking on the *Settings* link in your dashboard when You login to our Website, but You will remain liable for all charges accrued up to that time, including full charges for the period you had already subscribed for, in which You discontinued the Service. Unless Your Account and subscription to the Service is so terminated, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Form, the Subscription Charges applicable to Your subscription to the

Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences.

7.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term.

7.3 Pi31 Labs strongly recommends You to export all Your Data before any termination or cancellation of Your Account. Following the termination or cancellation of Your subscription to the Service and/or Your Account, We reserve the right to delete all Your Data in the normal course of operation any time after the expiry of 14 days after the cancellation or termination of Your Account. Your Data cannot be recovered once it is deleted.

7.4 If You terminate Your subscription to the Service or cancel Your Account prior to the end of Your then-effective Subscription Term or We effect such termination or cancellation, in addition to other amounts You may owe Pi31 Labs, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to the Service or cancel Your Account as a result of a material breach of these Terms by Pi31 Labs, provided that You provide advance notice of such breach to Pi31 Labs and afford Pi31 Labs not less than thirty (30) days to reasonably cure such breach.

7.5 Pi31 Labs reserves the right to modify, suspend or terminate the Service (or any part thereof), Your Account or Your and/or Agents' or End-Customers' rights to access and use the Service, and remove, disable and discard any of Your Data if We believe that You, Your Affiliates, Agents or End-Customers have violated these Terms. You will be liable to pay Pi31 Labs any fees outstanding or due until the date of termination. Unless legally prohibited from doing so, Pi31 Labs will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions, and provide You with an opportunity to cure such breach within 15 days from notification by Pi31 Labs to You. Pi31 Labs shall not be liable to You, Agents, End-Customers or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Customers may be referred to law enforcement authorities at Our sole discretion. Pi31 Labs shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service.

8. DISCLAIMER OF WARRANTIES

8.1 The websites and the service, including all server and network components are provided on an "as is" and "as available" basis, without any warranties of any kind to the fullest extent

permitted by applicable law, and Pi31 Labs expressly disclaims any and all conditions, representations, warranties or other terms, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.

8.2 You acknowledge that Pi31 Labs does not warrant that the service or websites will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software, and no information or advice obtained by you from Pi31 Labs or through the service or websites shall create any warranty not expressly stated in these terms.

8.3 the content on our websites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our websites.

9. LIMITATION OF LIABILITY

9.1 To the fullest extent permitted by applicable law, in no event will Pi31 Labs, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for: (a) any direct, indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Pi31 Labs has been advised as to the possibility of such damages or could have foreseen such damages. without prejudice to the above, to the maximum extent permitted by applicable law, the aggregate liability of Pi31 Labs and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount equal to twelve months of the subscription fee for the service prior to the first event or occurrence giving rise to such liability. the limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

10. INDEMNIFICATION

10.1 Pi31 Labs will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, or trademark (an "IP Claim"). If use of the Services by You, Your Affiliates, Agents or End-Customers has become, or in Pi31 Labs's opinion is likely to become, the subject of any such IP Claim, Pi31 Labs may at its option and expense (a) procure for You the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if

options (a) or (b) are not commercially and reasonably practicable as determined by Pi31 Labs, terminate Your subscription to the Services and repay You, on a pro-rated basis, any Subscription Charges previously paid to Pi31 Labs for the corresponding unused portion of Your Subscription Term. Pi31 Labs will have no liability or obligation under this Section 10.1 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service by anyone other than Pi31 Labs; or (iii) the combination, operation or use of the Services with other hardware or software where the Services would not by itself be infringing. The provisions of this Section 10.1 state the sole, exclusive and entire liability of Pi31 Labs to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You, Your Affiliates, Agents or End-Customers.

10.2 You will indemnify and hold Pi31 Labs harmless against any claim brought by a third party against the Pi31 Labs Group, and their respective employees, officers, directors and agents from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising from or related to : (a) any Content you submit, post, transmit, or make available through Our Websites; (b) your use or misuse of the Service or Our Websites; (c) your breach or alleged breach of these Terms; or (d) your violation of any rights (including intellectual property rights) of a third party.

11. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

11.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of these Terms or Your rights under these Terms or delegate performance of Your duties under these Terms without Pi31 Labs's prior consent. We may, without Your consent, assign Our agreement with You to any member of the Pi31 Labs or in connection with any merger or change of control of Pi31 Labs or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to these Terms. Subject to the foregoing restrictions, these Terms will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

11.2 These Terms, together with any Form(s), constitute the entire agreement, and supersede any and all prior agreements between You and Pi31 Labs with regard to the subject matter hereof. These Terms and any Form(s) shall prevail over the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof. Notwithstanding the foregoing, additional terms may apply to certain features or functionality Pi31 Labs offers through the Services (the "Additional Terms"). In those instances, Pi31 Labs will notify You of such Additional Terms prior to the activation of these features or functionality and the activation of these features or

functionality in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into these Terms when You or any Agent authorized as an administrator in Your Account activate the feature or functionality. Where there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

11.3 Pi31 Labs may amend these Terms from time to time, in which case the new Terms will supersede prior versions. Please read these Terms of use carefully before You start to use our Service or Websites, as these will apply to Your use of the Service and our Websites. Please check these Terms from time to time to take notice of any changes we made, as they will be binding on You. We will notify You not less than seven (7) days prior to the effective date of any such amendment and Your continued use of the Service following the effective date of any such amendment may be relied upon by Pi31 Labs as Your consent to any such amendment. Pi31 Labs's failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

12. SEVERABILITY; NO WAIVER

12.1 If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law, and the remaining provisions of these Terms shall remain in effect. The failure of Pi31 Labs to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

13. EXPORT COMPLIANCE AND USE RESTRICTIONS; GOVERNMENT END USE PROVISIONS

13.1 The Service and other Software or components of the Service which Pi31 Labs may provide or make available to You, Your Affiliates, Agents or End-Customers may be subject to Indian (or other territories) export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to access to and use of the Service, Software and such other components by You, Your Affiliates, Agents and End-Customers. You shall not access or use the Service if You are located in any jurisdiction in which the provision of the Service, Software or other components is prohibited under Indian or other applicable laws or regulations (a "Prohibited Jurisdiction") and You shall not provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction.

14. SURVIVAL

14.1 Sections 2 (Intellectual Property Rights), 4 (Billing, Plan Modification and Payments), 6 (Data Privacy and Security; Confidentiality), 7 (Cancellation and Termination), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Indemnification) and 16 (Governing Law and Dispute Resolution) shall survive any termination of our agreement with respect to use of the Service by You, Agents or End-Customers. Termination of such agreement shall not limit Your or Pi31 Labs's liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

NOTICES; CONSENT TO ELECTRONIC COMMUNICATIONS

15.1 You agree that we may send You communications or data regarding Your Account and the Service, including but not limited to: (a) notices about Your use of the Services, including any notices concerning violations of use; (b) updates; and (c) any other issues related to Your Account, via electronic mail.

15.2 All notices to be provided by Pi31 Labs to You under these Terms may be delivered in writing (i) by nationally recognized overnight delivery service ("Courier") or snail mail to the contact mailing address provided by You on any Form; or (ii) electronic mail to the electronic mail address provided for Your Account.

15.3 Our address for a notice to us in writing by Courier or US Mail is:

Attn: Sujoy Chaudhary
Pi31 Labs Pvt Ltd
3rd Floor, Padmavati Complex,
Opp. NGV Indoor Stadium,
Koramangala 8th Block,
Bangalore - 560095

15.4 All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, two (2) business days after being deposited in the mail or with a Courier as permitted above.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 These Terms shall be governed by the laws of the State of California without regard to conflict of laws principles. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, San Francisco County, for

the purpose of resolving any dispute relating to the Terms or access to or use of the Service by You, Your Affiliates, Agents or End-Customers.

16.2 Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, shall be determined by arbitration in San Francisco, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Users with questions about this Agreement or the Privacy Policy may contact us at hi@airim.co or call on +91 819-771-8942.