

TERMS OF USE

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Jain International Trade Organisation (hereinafter referred to as **JITO**) Incubation and Innovation Foundation hereinafter referred to as **JIIF**, and collectively referred to as **JITO JIIF** (hereinafter referred to as “**We**”, “**Us**” or “**Our**” which expression shall mean and include its affiliates, successors and permitted assigns) and your (“**you**” or “**your**”) use of the Platform (defined below) is subject to the notices, terms and conditions set forth in these Terms of Use/ Terms.

1. MEMBERSHIP ELIGIBILITY

- 1.1. The domain name “**www.jitojiif.com**” (hereinafter referred to as the “**Platform**”) is owned by JITO JIIF.
- 1.2. Only the persons belonging to the Jain Community are eligible to get a membership.
- 1.3. Use of the Platform is available only to persons who can enter into legally binding contracts under the Indian Contract Act, 1872. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, undischarged insolvents, and persons of unsound mind are not eligible to use the Platform.
- 1.4. If a minor wishes to use or transact on the Platform, such use or transaction may be made by the minor’s legal guardian or parents on the Platform.
- 1.5. JITO JIIF reserves the right to terminate any person’s membership in accordance with these Terms and/or refuse to provide such person with access to the Platform if it is brought to the notice of JITO JIIF or if JITO JIIF discovers for itself that such person is not eligible to use the Platform.

2. ACCEPTANCE OF TERMS

- 2.1. The terms and conditions governing the use of the Platform and any content—text, data, information, software, graphics, audio, video, or photographs, among other things—that JITO JIIF may make available through the Platform, as well as any services JITO JIIF may offer through the Platform, are required to be carefully read by the User. The User is entering into a legally binding agreement with JITO JIIF by using the Platform and continuing to access it after accepting these Terms. If the User cannot be bound by these Terms or does not accept them, the User may not use the Platform. The User represents and warrants that, in the event that the User is accepting these Terms on behalf of another individual, business, or other legal entity, the User has the full power to bind the other individual, business, or legal entity to these Terms.
- 2.2. In order to use the Platform, the User must first agree to these Terms. The User can accept these Terms either by Login Credentials or by clicking to accept these Terms, if and when prompted on the Platform.
- 2.3. By mere use of the Platform, you agree to be subject to the applicable rules, guidelines, policies, terms, and conditions and the same shall be deemed to be incorporated into and be considered as part and parcel of these Terms.

2.4. ACCESSING, BROWSING, OR OTHERWISE USING THE PLATFORM INDICATES YOUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS IN THESE TERMS OF USE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE PROCEEDING. YOU DECLARE YOUR WILLINGNESS TO ABIDE AND BE BOUND BY THESE TERMS OF USE THROUGH YOUR USE OF THE PLATFORM. IF YOU DO NOT AGREE WITH THE TERMS OF USE, PLEASE DO NOT USE THE PLATFORM. These Terms of Use will be effective immediately upon your acceptance of our terms and conditions, your use of our Platform being indicative of such acceptance. These Terms of Use shall be enforceable, in the same manner as any other written agreement.

3. OPENING AN ACCOUNT ON THE WEBSITE

- 3.1. The Platform allows only limited and restricted access to the services for unregistered users.
- 3.2. The User will need to create an account on the Platform ("Startup Login / Investor Login") as part of the sign-up process in order to use it. This can be done by giving or using their email address and password, or by using any other login information that JITO JIIF can at times adopt and duly notify them of.
- 3.3. Users may only create one User Account for their own personal use. Account sharing is prohibited unless explicit authorization is obtained from JITO JIIF to represent another individual. JITO JIIF disclaims any liability for damages arising from account misuse or violations of this provision.
- 3.4. By completing this form, the user agrees to ensure that all information submitted during the signing-up process is true, accurate, up-to-date, and complete at all times. The User acknowledges that JITO JIIF shall have the right to permanently suspend, terminate, or block access to the User Account on the Platform and refuse to grant the User access to the Platform if the User provides any information to JITO JIIF that is false, inaccurate, not up-to-date, or incomplete.
- 3.5. User Account creation is a prerequisite for submitting program enrollment applications on the Platform.
- 3.6. Users may deactivate their Platform accounts by notifying operations@jitojiif.com. Account deactivation is subject to applicable payment terms.

4. RESPONSIBILITIES FOR ACCOUNT CONFIDENTIALITY

- 4.1. Users are solely responsible for safeguarding the confidentiality and security of their login credentials. JITO JIIF disclaims liability for any harm resulting from credential compromise.
- 4.2. JITO JIIF reserves the right to implement security measures to protect the Platform and user accounts.
- 4.3. All activities conducted on the Platform are the sole responsibility of the user. Users agree to comply with all applicable laws and regulations. JITO JIIF shall not be liable for any damages or losses arising from a user's use of the Platform, login credentials, or unauthorized access by third parties, whether with or without the user's consent.
- 4.4. Users must promptly notify JITO JIIF of any unauthorized access or use of their account. Users are responsible for maintaining the confidentiality of their login credentials and logging out of their account at the end of each session. JITO JIIF disclaims liability for any losses resulting from a user's failure to comply with these obligations. Users may be held liable for damages incurred by JITO JIIF or other users due to unauthorized account access.

5. INVESTORS ON THE WEBSITE

- 5.1. The only people who are authorized to create Investor accounts on the Site are sophisticated investors with personal or professional experience assessing the long-term business prospects of early-stage companies. Investors must understand the risks of investing in early-stage companies, including the high likelihood of loss and long periods of illiquidity.
- 5.2. You shall not host, display, upload, modify, publish, transmit, update, or share any information that:
 - 5.2.1. Belongs to another person and to which You do not have any right;

- 5.2.2. Is grossly harmful, harassing, libelous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, otherwise unlawful in any manner whatsoever;
 - 5.2.3. Harms minors in any way;
 - 5.2.4. Infringes any patent trademark, copyright, or other proprietary rights;
 - 5.2.5. Violates any law for the time being in force;
 - 5.2.6. Deceives or misleads the users about the origin of such messages or communicates any information that is grossly offensive or menacing in nature;
 - 5.2.7. Impersonates another person;
 - 5.2.8. Threatens the unity, integrity, defence, security, or sovereignty of India, friendly relations with friendly 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.
- 5.3. You understand that any content you find on or through the Platform is the sole responsibility of the person who originated such content. You confirm that you are not relying on JITO JIIF and that you understand that we do not, endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Platform or endorse any opinions expressed on the Platform.
- 5.4. You understand that your content may be republished and if you do not have the right to submit content for such use, it may subject you to liability, and that JIIF will not be responsible or liable for any use of your content by JIIF in accordance with these Terms of Use.

6. INVESTOR'S RIGHTS

Investors, subject to the relevant terms and conditions, may be entitled to the following rights:

- 6.1. When our investments in a startup is more than 10%, we will negotiate for a board representative/observer. We can ask the lead investors or any other interested investor to take this opportunity to be on the board of the startup as an observer. In such a situation, JIIF shall approach the investors of that particular scheme to take their willingness to be appointed as board observers. In case of receiving multiple interests from investors, JIIF will choose the investors with the highest capital contribution.
- 6.2. Voting rights provided to the investors (in their capacity as shareholders) shall be in proportion to their shareholding. JIIF receives EGM and AGM notices and invites them to participate in the shareholder meeting. The agenda list in the Notices is reviewed by JIIF and appropriate actions are taken based on discussion with founders, leads, and investors.
- 6.3. Reserved matters are the actions that the organization, its directors, and shareholders shall not do without the explicit approval of the investor or at least a certain proportion of specific persons. The decision is 'reserved' for certain people. With the change in the startup ecosystem, this right is now being offered only to the lead investor of the round or investors with big ticket sizes. Founders feel that it is a business hurdle to manage too many investors for taking business decisions. When JIIF's investment is more than 3%, we negotiate to have this right. When founders deny to offer this right, JIIF negotiates to receive a notice and allows the organization to proceed with the majority consent. Thereby JIIF gets an opportunity to know the major happenings in the organization.
- 6.4. Shareholders get information pertaining to financial data /business updates/statutory notices received /litigation info etc., /management change/major events etc., about the organization on a periodical basis through the information rights. Whatever JIIF's investment percentage, we try to get this right because we need financial information about the organization to update our investors. When we don't get the financials of the organization, JIIF downloads the same from the MCA Website by paying the nominal fee to assess and prepare a valuation report.

7. SERVICES

- 7.1. To utilize and access the services on the Platform, the User must register and/or abide by these Terms (as applicable). These services include, among other things:
 - 7.1.1. providing information on all of the Programs run by JITO JIIF;
 - 7.1.2. making it easier for applications to be submitted for enrollment in the Programs run by JITO JIIF;
 - 7.1.3. giving the User access to a personal dashboard on the status of the User's application (if applicable);
 - 7.1.4. giving the User access to articles and blog posts on the Platform ("Business Content"); and
 - 7.1.5. any additional services that JITO JIIF may occasionally make available on the Platform.
- 7.2. The User acknowledges that JITO JIIF's only responsibilities on the Platform are to inform the User about all of the Programs it offers and to make it easier for the User to fill out and submit applications in relation to the applicable Programs. In no manner or form will JITO JIIF be in charge of informing the user of their status as a participant in the program.
- 7.3. It will be the User's responsibility to make sure that the application is successfully submitted within the registration window (if any) and that all requirements have been met.
- 7.4. After an application is successfully submitted, JITO JIIF will process the applications it receives. JITO JIIF's decision regarding whether to enroll a specific User in a Program is final and cannot be challenged by the User.
- 7.5. The User acknowledges and agrees that JITO JIIF does not review the Business Content that is made available on the Platform; rather, it is based on information that is already publicly available. JITO JIIF does nothing more than gather data that is already in the public domain, evaluate it, and give it to users in a format that is easy to read and utilize. JITO JIIF has not guaranteed that this information is accurate or trustworthy. By using this, the user acknowledges and agrees that the business content is dynamic and subjective in nature, depending on a number of factors that may not apply to them personally. Additionally, the business content's applicability varies depending on the user.
- 7.6. The Platform's services may not always be available due to equipment or network failures, maintenance, repairs, or upgrades. While JITO JIIF makes every effort to maintain the Platform's uninterrupted service, all online services occasionally experience interruptions and outages, and JITO JIIF disclaims all liability for any loss or inconvenience the User may experience as a result.

8. PROHIBITED USES

The Platform may be used only for lawful purposes. JIIF specifically prohibits any use of the Platform for and you agree not to use the Platform for any of the following purposes:

- 8.1. Modifying, publishing, storing, transmitting, distributing, displaying, performing, participating in the transfer or sale of, create derivative works on, or in any way exploit, any of the copyrighted material contained on the Platform, in whole or in part, without our prior written consent;
- 8.2. Subleasing, leasing, selling, assigning, transferring, distributing, renting, permitting concurrent use of, or granting other rights in the content and any material and documentation provided on the Platform by other users or JIIF to any third party;
- 8.3. Providing use of the content in a computer service business, network, time sharing, interactive cable television, multiple CPU or multiple or concurrent user arrangement to users who are not individually licensed by JIIF or otherwise exploiting any portion of, the use of or access to the content or the materials or documentation provided on the Platform in contravention of these Terms of Use;
- 8.4. Defame, libel, disparage, threaten, harass, or intimidate anyone or otherwise violate the personal, privacy, contractual, intellectual property, or other rights of any person, including by the use of offensive comments related to race, national origin, gender, sexual preference or physical handicap;

- 8.5. Submit any content or material that falsely expresses or implies that such content or material is sponsored or endorsed by JIIF;
- 8.6. Sell access to the Platform or any part thereof other than through a mechanism expressly approved by JIIF; and
- 8.7. JIIF may also place additional fair use restrictions including restrictions on concurrent connections and time of usage.

9. PAYMENT/ FEES/ CHARGES

- 9.1. The User understands that in exchange for providing the Services and/or for availing specific Services as may be introduced by JITO JIIF in the future, the User may be required to pay such charges as may be indicated by JITO JIIF to the User from time to time.
- 9.2. JITO JIIF permits payment via various modes, including (.) or any other method adopted by JITO JIIF from time to time.
- 9.3. The User understands that while availing any of the payment method/s available on the Platform, JITO JIIF will not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the User due to:
 - 9.3.1. Lack of authorization for any transaction(s);
 - 9.3.2. Exceeding the pre-set limit mutually agreed by the User and between bank/s;
 - 9.3.3. Any payment issues arising out of the transaction; or
 - 9.3.4. Rejection of transaction for any other reason(s) whatsoever.
- 9.4. User subscription level and corresponding pricing and other terms will be as specified when you create an account through the Website or otherwise execute a separate written service supplement with us. You may upgrade your subscription at any time during your subscription term by providing written notice to us at operations@jitojiif.com and agreeing to pay the applicable incremental fees we communicate to you for such upgrade. We reserve the right to modify the terms of your subscription from time to time.
- 9.5. You agree to pay JIIF, its affiliates, and other third parties, as applicable, the fees specified on the subscription page on the Website when you subscribe for an Investor or that are otherwise set forth on a separate written service supplement(s) or agreements executed by the parties.
- 9.6. We reserve the right at any time to change our fees and billing methods, effective either immediately upon posting on the Website or notifying you through the Investing Platform Service or by email delivery to you.

10. CANCELLATION AND REFUND POLICY

10.1. Membership Cancellation

10.1.1 Cancellation by Member

10.1.1.1. Members may cancel their membership at any time by providing written notice to JIIF via email from their registered email id with us.

10.1.1.2. Cancellations will be effective at the end of the current billing cycle. No refunds will be provided for cancellations under JIIF Membership.

10.1.2 Cancellation by JIIF

JIIF reserves the right to cancel a membership at its discretion, including but not limited to cases of non-compliance with our terms and conditions or misuse of services. In such cases prorated refund will be issued based on the remaining time in the membership period or no refund will be issued as per the management decision at JIIF.

10.2. Eligibility for Refund

Refunds will be considered under the following circumstances:

10.2.1. The member has requested cancellation the same day when the membership payment is made;

10.2.2. In the event of accidental overpayment or duplicate payments.

10.3. Non-Refundable Situations

Refunds will not be issued for the following:

- 10.3.1. Cancellations made after making the membership fee payment which exceeds more than 2 days;
- 10.3.2. Fees paid for additional services or events.

10.4. Refund Process

- 10.4.1. Members requesting a refund should contact our support team via email at **membership@jitojiif.com** with a detailed explanation of the reason for the request.
- 10.4.2. Once a refund request is received, it will be reviewed and processed within 20 business days.
- 10.4.3. Approved refunds will be issued through the original method of payment. Members will receive a confirmation email once the refund has been processed.

11. RISKS

- 11.1. Investments in startups involve a high degree of risk. Financial and operating risks confronting startups are significant. While targeted returns should reflect the perceived level of risk in any investment situation, such returns may never be realized and/or may not be adequate to compensate an investor for the risks taken. Loss of an investor's entire investment is possible and can easily occur. Moreover, the timing of any return on investment is highly uncertain.
- 11.2. The startup market is highly competitive and the percentage of companies that survive and prosper is small. Startup investments often experience unexpected problems in the areas of product development, manufacturing, marketing, financing, and general management, among others, which frequently cannot be solved. In addition, startups may require substantial amounts of financing, which may not be available through institutional private placements, public markets, or otherwise.

12. RISK OF CHANGE IN A STARTUP'S PLANS, MARKETS, AND PRODUCTS

- 12.1. The value of an investor's interests in startups may be susceptible to factors affecting startups and the technology industry generally and/or to greater risk than an investment in a vehicle that invests in a broader range of securities.
- 12.2. The success of startups in the technology industry will likely be dependent on the strength of the overall technology industry, which is characterized by rapidly changing technology, evolving industry standards, new service and product introductions, and rapidly changing customer demands. The changes and developments taking place in this industry may require startups to reevaluate their business models and adopt significant changes to their long-term strategies and business plans. The failure of such startups to make such changes would materially adversely affect the business of such startups and potentially have a material negative impact on the returns of investment in such startups, including potentially a complete loss of investment.
- 12.3. Some of the many specific risks faced by such startups include:
 - 12.3.1. Rapidly changing technologies and products that may quickly become obsolete;
 - 12.3.2. Scarcity of management, technical, scientific, research, and marketing personnel with appropriate training;
 - 12.3.3. The possibility of lawsuits related to patents and intellectual property;
 - 12.3.4. Rapidly changing investor sentiments and preferences with regard to technology sector investments (which are generally perceived as risky); and
 - 12.3.5. Exposure to government regulation, making these companies susceptible to changes in government policy and delays or failures in securing regulatory approvals.

13. CHANGING ECONOMIC CONDITIONS

The success of any investment activity is determined to some degree by general economic conditions. The availability, unavailability, or hindered operation of external credit markets, equity markets, and other economic systems which an individual startup may depend upon to achieve its objectives may have a significant negative impact on a startup's operations and profitability. The stability and sustainability of growth in global economies may be impacted by terrorism, acts of war, or a variety of other unpredictable events. There can be no assurance that such markets and economic systems will be available or will be available as anticipated or needed for an investment in a startup to be successful. Changing economic conditions could potentially, and frequently do, adversely impact the valuation of portfolio holdings.

14. REPRESENTATIONS AND WARRANTIES

- 14.1. The User hereby represents and warrants that the User has validly entered into these Terms and has the legal power to do so. The User further represents and warrants that the User shall be solely responsible for the due compliance with these Terms.
- 14.2. The User shall cooperate in good faith with other users, fellow shareholders in the startup, JIIF, and its personnel, and their respective employees and officers to give effect to and honor the terms of any contract entered into between You and such persons, whether or not executed through the Platform.

15. DISCLAIMER AND LIMITATION OF LIABILITY

- 15.1. JIIF does not endorse or act on behalf of any third party. In the event you engage the services of / interact with any third party, through the Platform, JIIF will not be liable to you for any act or omission by such third party in relation thereto.
- 15.2. We hereby expressly disclaim all warranties and representations of any kind with respect to any and all content and features available on the Platform, including but not limited to:
 - 15.2.1. Warranties as to merchantability or use for a particular purpose whether or not JIIF knows or has reason to know or has been advised of any such purpose.
 - 15.2.2. Warranties as to any results to be obtained from any use of the JIIF content or information derived from the use of the Platform.
- 15.3. JIIF shall have no liability for any losses, direct or indirect, in contract, tort, or otherwise, incurred in connection with the JIIF content on the Platform, including but not limited to loss of revenue or profit or any other commercial or economic loss or for any decision made or action taken by any third party in reliance upon the JIIF content.
- 15.4. Any content or services provided through the Platform shall not be construed as investment advice by JIIF or an opinion provided by JIIF regarding the appropriateness or suitability of any investment, or a recommendation, or an offer or solicitation by JIIF or the new and growing businesses for the purchase or sale of any security or securities in general, nor otherwise an endorsement, inducement, or solicitation of any type.
- 15.5. You acknowledge and agree that by the mere fact of registering on our Platform, You do not acquire any right to subscribe to the shares of any of the said businesses. Such right to subscribe to the shares of any of the said businesses shall be conferred upon you only in the event that such business or entity extends an express invitation or offer to you to subscribe to the shares of such business or entity.
- 15.6. The Platform, all the materials and services, included on or otherwise made available to you through this Platform is provided by JIIF on an "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the foregoing paragraph, JIIF does not warrant that:
 - 15.6.1. The Platform will be constantly available, or available at all;
 - 15.6.2. The information on the Platform or provided through the Website is complete, true, accurate, or not misleading;

15.6.3. The quality of any products, services, information, or other material that you obtain through the Platform will meet your expectations.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Unless expressly agreed to in writing, nothing contained herein shall give the user a right to use any of the Website's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports, images, and other distinctive features, save according to the provisions of these Terms. All logos, trademarks, service marks, domain names, including material, designs, and graphics created by and developed by the Website and other distinctive features of the Website are the property of the JITO. Furthermore, with respect to the Website created by the organization, the organization shall be the exclusive owner of all the designs, graphics, and the like, related to the Website.
- 16.2. The User may not use any of the intellectual property displayed on the Website in any manner that is likely to cause confusion among existing or prospective users of the Website, or that in any manner disparages or discredits the organization/Website, to be determined in the sole discretion of the organization.
- 16.3. The User is aware that the products displayed on the Website are the artistic creations of their respective owners, and that all intellectual property, including but not limited to copyrights, relating to said products resides with the said owners, and that at no point does any such intellectual property stand transferred from the aforementioned creators to the Website/organization, or to the user. The user is aware that the organization merely provides a platform through which the aforementioned products are listed for sale to the users of the Website, and neither the organization nor the Website owns any of the intellectual property relating to the products displayed on the Website.
- 16.4. The user is further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by the user will result in legal action being initiated against the user by the respective owners of the intellectual property so reproduced / infringed upon. It is agreed to by the Parties that the contents of this section shall survive even after the termination or expiry of the Terms and/or Policy.
- 16.5. JIIF grants you a temporary, non-exclusive, revocable, non-transferable limited license to use the Platform for your own use. All rights, titles, and interests in and to the Platform (excluding content uploaded specifically by a user) are and will remain the exclusive property of JITO and/or its licensors.
- 16.6. You agree that these Terms of Use, do not entitle you to any support, upgrades, updates, additions, patches, enhancements, or fixes for the Platform (Updates). We may, however, occasionally provide automatic Updates to the Platform at its sole discretion (and without any advanced notification to you). Any such Updates shall become part of the services and subject to these Terms of Use.
- 16.7. From time to time, we test various aspects of our Platform, including our Website, user interfaces, service levels, plans, promotions, features, availability of content, delivery, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.
- 16.8. JITO shall have no obligation to monitor or enforce any intellectual property rights that may be associated with the content provided by you on the Platform.
- 16.9. If you are a copyright owner or an agent thereof and believe that any content on the Platform infringes upon your rights, you may contact us at operations@jitojiif.com and provide details requested in regards to such infringement.

17. MISCELLANEOUS PROVISIONS

- 17.1. **Entire Agreement:** These Terms, read with the Policy form the complete and final contract between the user and the JIIF with respect to the subject matter hereof and supersedes supersede all other communications, representations, and agreements (whether oral, written, or otherwise) relating thereto.
- 17.2. **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- 17.3. **Severability:** If any provision/clause of these Terms is held to be invalid, illegal, or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality, or unenforceability, while preserving to the maximum extent the original rights, intentions, and commercial expectations of the Parties hereto, as expressed herein.