



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Terms & Conditions

We are Nirmata Research (“**we**”, “**us**”, “**our**”), registered in the Cayman Islands with Company Number HS-417734. Our registered office address is at Harneys Fiduciary (Cayman) Limited situated at 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002.

We are a research and development entity that operates and creates Artificial Intelligence technologies.

Our website is www.nirmata.tech (“**our site**”).

If you need to contact us in relation to these Terms and Conditions (“**Terms**”), you can do so by letter addressed to the Directors at the above address, or via the contact form on our site

BY USING OUR SITE, YOU ACCEPT THESE TERMS.

1. ABOUT THESE TERMS AND CONDITIONS

1.1 These Terms together with any other documents referred to in them, sets out the terms and conditions that apply to your use of our site.

1.2 By using our site, you confirm that you accept these Terms and that you agree to comply with them.

1.3 If you do not agree to these Terms, you must immediately cease using our site.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU.

1.4 These Terms refer to the following additional terms, which also apply to your use of our site:

- a) our Privacy Notice which explains how we collect, use and store your personal data;
- b) our Cookie Policy which set our information about the cookies on our site.

2. CHANGES TO THESE TERMS AND/OR OUR SITE

2.1 These Terms and/or our site or any part of it may be updated and/or changed from time to time. Any changes will be made available on our site. Each time you use our site, you should check that you understand the current version of these Terms at the date of your use.

2.2 Our site is made available free of charge, and you are responsible for making arrangements necessary for you to access our site and any part of it. Neither access nor continued access to our site is guaranteed and is on an “as is” and on an “as available” basis. Access to the whole or any part of our site may be suspended or discontinued at any time.

2.3 You are responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms of use and that they comply with them.



2.4 Our site is intended for use worldwide and we make no warranty and/or representation as to its availability or suitability for use across all jurisdictions.

2.5 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

3. USE OF MATERIAL ON OUR SITE

3.1 You are permitted to use our site in a lawful manner and for lawful purposes only.

3.2 All content included on our site by us and the copyright and other intellectual property rights in that content belongs to or has been licensed to us, unless specifically labelled otherwise. All content is protected by applicable international intellectual property laws and treaties and all rights are reserved.

3.3 You may access, view, and use our site in a web browser (including any web browsing capability built into other types of software or app) and you may download our site (or any part of it) for caching (this usually occurs automatically).

3.4 You may print one copy and download extracts, of any page(s) from our site for your personal use only.

3.5 You also agree:

- a) Not to reproduce, duplicate, copy, or re-sell any part of our site in contravention of these Terms;
- b) Not to access without authority, interfere with, damage, or disrupt any part of our site, any equipment or network on which our site is stored, any software used in the provision of our site or any equipment or network or software owned or used by any third party.

3.6 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, any graphics or other content from our site separately from any accompanying text.

3.7 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

3.8 You must not use any part of the content on our site for commercial purposes without first obtaining a licence to do so from us or our licensors.

3.9 If you print off, copy, or download any part of our site in breach of these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. DO NOT RELY ON INFORMATION ON THIS SITE

4.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. Professional or specialist advice should always be obtained before taking, or refraining from, any action relating to the content on our site.



4.2 Although we make reasonable efforts to ensure that the content on our site is accurate, complete and to update, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, or up to date.

5. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

5.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

5.2 We have no control over the contents of those sites or resources and accept no liability for the content of third-party websites or your use of them.

6. USER-GENERATED CONTENT IS NOT APPROVED BY US

6.1 This site may include information and materials uploaded by users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us.

6.2 The views expressed by users on our site do not represent our views or values. We accept no liability for the content of information and materials uploaded by users of our site.

7. HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHER USERS

If you wish to complain about content uploaded by users, please contact us at the above email address.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

8.1 Whether you are a consumer or a business user:

- a) We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- b) Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our terms and conditions of supply.

8.2 If you are a business user:

- a) We exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.
- b) We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with:
- c) use of, or inability to use, our site; or
- d) use of or reliance on any content displayed or included on our site.
- e) In particular, we will not be liable for:
- f) loss of profits, sales, business, or revenue;
- g) business interruption;
- h) loss of anticipated savings;



- i) loss of business opportunity, goodwill, or reputation; or
- j) any indirect or consequential loss or damage.

8.3 Our site is intended for business-to-business use but, if you are a consumer user:

- a) Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill, or reputation or any indirect or consequential loss or damage.
- b) If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

8.4 However, we will not be liable for damage that you could have avoided by following our advice to apply an update available to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Notice.

10. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

10.1 We do not guarantee that our site will be secure or free from bugs, viruses and/or malware.

10.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

10.3 You must not misuse our site by deliberately introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our site or any part of it. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site or any other equipment or network connected with our site. You must not interfere with, damage or disrupt any software used in the provision of our site or any equipment or network or software owned or used by any third party on which our site relies in any way.

10.4 You must not attack our site via a denial-of-service attack or a distributed denial-of service attack or by any other means.

10.5 By breaching these provisions, you could commit a criminal offence. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

11. RULES ABOUT LINKING TO OUR SITE

11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.



11.2 You must not establish a link to our site in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

11.3 You must not establish a link to our site in any website that is not owned by you.

11.4 Our site must not be framed or embedded on any other site, nor may you create a link to any part of our site other than the home page.

11.5 We reserve the right to withdraw your linking permission without notice.

11.6 The website in which you are linking must comply in all respects with the content standards set out in clause 14.

12. UPLOADING CONTENT TO OUR SITE

12.1 Whenever you make use of a feature that allows you to upload or share content to our site, you must comply with the standards set out in clause 14.

12.2 You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

12.3 We will consider any content you upload to our site to be non-confidential and not protected by any trademark, patent or copyright ("**non-proprietary**"), that is, in the public domain.

12.4 We also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our site violates their intellectual property rights or their right to privacy.

12.5 We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the acceptable use standards set out in clause 14. If you wish to contact us in relation to content you have uploaded to our site and that we have taken down, please use the email address set out above.

12.6 When you upload or post content to our site, you grant us the following rights to use that content:

- a) A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the site and across different media including to promote our site or the service forever.
- b) A worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes forever.

13. NO TEXT OR DATA MINING, OR WEB SCRAPING

13.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):



- a) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same; or
- b) Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

13.2 The provisions in this clause should be treated as an express reservation of our rights in this regard.

13.3 You shall not use, and we do not consent to the use of, our site, or any data published by, or contained in, or accessible via, our site or any services provided via, or in relation to, our site for the purposes of developing, training, fine-tuning or validating any AI system or model or for any other purposes not explicitly permitted by us to you in writing.

13.4 This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

14. CONTENT STANDARDS

14.1 These content standards set out in clauses 14.4 and 14.5 ("**Content Standards**"), apply to any communication via, interaction with and all material which you contribute to, our site.

14.2 The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any contribution you make to our site as well as to its whole.

14.3 We will determine, in our sole discretion, whether a contribution that you make to our site breaches the Content Standards.

14.4 A contribution that you make to our site must:

- a) Be accurate (where it states facts);
- b) Be genuinely held (where it states opinions); and
- c) Comply fully with all and any applicable local, national, and international laws and regulations.

14.5 A contribution that you make to our site must not:

- a) Be defamatory of any person;
- b) Be obscene, offensive, hateful, or inflammatory;
- c) Bully, insult, intimidate or humiliate;
- d) Promote or be, sexually explicit material;
- e) Promote violence;
- f) Promote discrimination or be defamatory of any person, group or class of persons based on race, gender, gender identity, religion, nationality, disability, sexual orientation, or age;
- g) Infringe or assist infringement of any copyright, database right or trademark of us or any other person;
- h) Be likely to deceive any person;



- i) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- j) Promote any illegal activity;
- k) Be in contempt of court;
- l) Be threatening, abuse or invade another's privacy, or use their personal information in a way that you do not have the right to;
- m) Intend or be likely to harass, upset, embarrass, alarm, or annoy any other person;
- n) Impersonate any person or misrepresent your identity or affiliation with any person;
- o) Give the impression that the contribution that you make to our site emanates from us or any other party if that is not the case;
- p) Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- q) Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation, or instigation of acts of terrorism; or
- r) Contain any advertising or promote any services or web links to other sites.

15. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

15.1 If you are a consumer, please note that these Terms, their subject matter and their formation and our relationship with you, are governed by and construed in accordance with Cayman Islands law. We both agree that the courts of the Cayman Islands will have exclusive jurisdiction.

15.2 If you are a business, these Terms, their subject matter, and their formation (and any non-contractual disputes or claims) and our relationship with you are governed by and construed with, Cayman Island. We both agree to the exclusive jurisdiction of the courts of the Cayman Islands

16. ACCOUNT DETAILS

16.1 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.

16.2 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.

16.3 If you know, or suspect, that anyone, other than you, knows your user identification code or password, you must promptly notify us at the above email address.

17. BREACH OF THESE TERMS

17.1 If you breach these Terms in any way, we may take any action as we deem appropriate including, but not limited to, temporary or permanent withdrawal of permission to you to use our site.



17.2 Any and all liability for and/or arising from any and/or all action we may take in response to any breach of the Terms is excluded.