



Winlysis Private Limited (WorqHat)

TERMS OF SERVICE

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1. AGREEMENT TO TERMS

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**user(s)**”, “**you**” or “**your**”) and Winlysis Private Limited (“**Company**”, “**we**”, “**us**”, or “**our**”) owns and operates a web application “WorqHat”, concerning your access to and use of the

- (i) <https://worqhat.com>
- (ii) <https://app.worqhat.com>
- (iii) https://*.worqhat.app
- (iv) <https://playground.worqhat.app>
- (v) <https://docs.worqhat.com>

website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). We are registered in India with our registered office located at Sherwood Estate, Block P, Flat 3”O”, NSC Bose Road, Narendrapur, Kolkata, West Bengal - 700103 and our Head Office located at 11CoWork, Second Floor, Spot18 Mall, Rahatani, Pune, Maharashtra - 411027. Our GST number is 19AACCW4814F1ZB. You agree that by accessing the Site, you have read, understood, and agree



to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF Service, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Service, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 15 years old. Persons under the age of 15 are not permitted to use or register for the Site.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Service; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4. USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.



5. SUBSCRIPTION FEES AND PAYMENT

You are required to pay “**Subscription Fees**” to access some of our services. “**Subscription Fees**” means all fees associated with your Subscription. You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing Cycles are set on a 30-day basis or prorated every 30 days.

Auto-Renewal: You agree that at the end of each Billing Cycle, your Subscription will automatically renew and your payment method for such Subscription will automatically be charged at the start of each new Subscription period for the fees and taxes applicable to that Billing Cycle, under the same conditions as the prior Billing Cycle unless you cancel your Subscription either through your online account management dashboard or by contacting WorqHat customer support team at support@worqhat.com and indicating your intention to cancel your Subscription **prior to your renewal date/next billing cycle.**

You may reduce the number of Users/Applications (Apps) during any Subscription Term. If you desire to reduce the number of Users/Applications under any Subscription Plan, the revised Subscription amount will be effective from the next Billing Cycle.

In order to ensure that you do not experience any interruption or loss of services, certain Paid Services include an auto-renewal option by default, according to which, unless you cancel the subscription, such Paid Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods) and, unless otherwise notified to you, at the same price (subject to applicable Taxes changes and excluding any discount or other promotional offer provided for the first period) (“Renewing Paid Services”). For example, if the original subscription period for a Service is 30-days, each of its renewal periods (where applicable) will be for 30-days. Accordingly, where applicable, WorqHat will attempt to automatically charge you the applicable Fees using the Stored Card, within up-to one (1) week before such renewal period commences.

We accept the following forms of payment:

- Visa
- Mastercard
- American Express

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, billing address and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. GST will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in INR (₹).

Should automatic billing fail to occur for any reason, WorqHat may attempt to charge the credit card on file one or more times. Should payment continue to fail, the Subscription will be, at WorqHat’s sole discretion, cancelled or downgraded and you may lose access to certain paid features and/or your Workspace and WorqHat account.

WorqHat, in its sole discretion and at any time, may modify the Subscription Fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

WorqHat will provide you with reasonable prior notice of any change in Subscription Fees. Your continued use of the Service constitutes your agreement to pay the modified Subscription Fees.

Subscription Fees are stated exclusive of any taxes or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). You will be responsible for paying all Taxes associated with your Subscription, except for those taxes based on our net income. Should any payment for the Service be subject to withholding tax by any government, you will reimburse us for such withholding tax.



We reserve the right to refuse any subscription taken through the Site.

6. FREE TRIAL

Upon the expiration of your free trial, WorqHat may immediately suspend your access to the Services. You must export your Data before the end of the free trial or your Data will be permanently deleted. Notwithstanding anything to the contrary in this Agreement WorqHat will have no obligation to maintain, store or otherwise retain your Data beyond the end of the free trial period.

If you register for a free trial, we will make the Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period; (b) the start date of any Subscription; or (c) termination of the trial by us.

Free trials are for evaluation purposes only. We may terminate your free trial at any time in our sole discretion.

If WorqHat cancels your Free Trial or you do not convert the Free Trial to a Subscription at the end of your Trial Period or the period of your Free Trial comes to an end, you acknowledge and agree that we may delete all of your User Content or data associated with the Workspace that was assigned to your Free Trial.

Thereafter your Subscription may be cancelled in accordance with the Section 7 (CANCELLATION) of these Terms.

7. CANCELLATION / REFUND POLICY

You may discontinue to use and request to cancel your User Account, Workspace and/or any WorqHat Services at any time, in accordance with the instructions available on WorqHat Dashboard. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on the WorqHat Dashboard, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services' subscription period.

All Subscriptions are non-refundable and there are no credits for partially used Subscription periods. You can cancel your subscription at any time by logging into your account or contacting us using the contact information provided below.

Notwithstanding anything to the contrary in the foregoing, with respect to subscriptions to Renewing Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment. Please note that as the cancellation process may take a few days, in order to avoid the next automatic renewal and respective charge the cancellation request should be made at least fourteen (14) days prior to the expiration of the then-current service period.

If you are unsatisfied with our services, please email us at support@worqhat.com, file a ticket at <https://docs.worqhat.com> or WhatsApp us at (+91) 9175026748.

8. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.



- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, CSS, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

You also agree to not use the AI Features for:

- Content that attempts to generate code that is designed to disrupt, damage, or gain unauthorized access to a computer system.
- Content that expresses incites or promotes hate based on identity
- Content that intends to harass, threaten, or bully an individual
- Content that promotes or glorifies violence or celebrates the suffering or humiliation of others
- WorqHat prohibits the use of our models, tools, and services for illegal activity.
- Weapons development
- Military and warfare
- Management or operation of critical infrastructure in energy, transportation, and water
- Content that promotes, encourages or depicts acts of self-harm, such as suicide, cutting, and eating disorders.
- Multi-level marketing
- Gambling
- Payday lending



- Automated determinations of eligibility for credit, employment, educational institutions, or public assistance services
- Scams
- Coordinated inauthentic behaviour
- Plagiarism
- Academic dishonesty
- Astroturfing, such as fake grassroots support or fake review generation
- Disinformation
- Spam
- Pseudo-pharmaceuticals
- Content meant to arouse sexual excitement, such as the description of sexual activity, or that promotes sexual services (excluding sex education and wellness)
- Erotic chat
- Pornography
- Generating high volumes of campaign materials
- Generating campaign materials personalized to or targeted at specific demographics
- Building conversational or interactive systems such as chatbots that provide information about campaigns or engage in political advocacy or lobbying
- Building products for political campaigning or lobbying purposes
- Tracking or monitoring an individual without their consent
- Facial recognition of private individuals
- Classifying individuals based on protected characteristics
- Using biometrics for identification or assessment
- Unlawful collection or disclosure of personally identifiable information or educational, financial, or other protected records
- Engaging in the unauthorized practice of law, or offering tailored legal advice without a qualified person reviewing the information
- Offering tailored financial advice without a qualified person reviewing the information
- Telling someone that they have or do not have a certain health condition, or providing instructions on how to cure or treat a health condition
- Law enforcement and criminal justice
- Migration and asylum
- Child Sexual Abuse Material or any content that exploits or harms children

You will defend, indemnify, and hold harmless us, our affiliates, and our personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the Services, including your Content, products or services you develop or offer in connection with the Services, and your breach of these Terms or violation of applicable law.

9. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.



- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Service.

- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Service.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site.

10. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.



11. GUIDELINES FOR REVIEWS

We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have first-hand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews

should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

12. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

13. THIRD-PARTY WEBSITES AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Service no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases or subscriptions you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases or subscriptions which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase or subscriptions of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

14. INTEGRATION GALLERY TERMS OF SERVICE

Your Use of the Integration Gallery

Account Access. To access Integrations, you must have a WorqHat account and log-in credentials. You are responsible for keeping your account details secure and must not share them with anyone else.



Access to and Use of the Integration Gallery and Integrations. You may use the Integration Gallery to browse, locate, view, use, license, subscribe to, or download Integrations for your Workspace. Integrations and features may not be available at all times or in all regions.

Third Party Integrations. Integrations may be offered by WorqHat for connecting to Non-WorqHat Applications, or made available by Developers, who are solely responsible for all aspects of the Integrations they publish, including functionality, security, availability, and support.

Availability of Integrations. WorqHat may modify, amend, change, or deprecate all or part of the Integration Gallery or Integrations at any time, in its sole discretion, and without prior notice by WorqHat or a Developer, and any data stored in connection with such Integrations outside of the Services may be lost or become inaccessible. If your use of the WorqHat Services is modified, terminated, or suspended, you may be prevented from accessing the Integration Gallery and any Integration Data or Integrations associated with your account.

Technical Limitations. Depending on your WorqHat account, Workspace, or subscription type (e.g., Graduated Pricing or Enterprise Pricing), your use of the Integration Gallery and Integrations may be subject to certain technical limitations, such as rate limits for WorqHat's API that are used by the Integration.

Third Party Links. The Integration Gallery may contain links to Developer's websites or resources, which are Non-WorqHat Applications. Such Non-WorqHat Applications may be subject to different terms and conditions and privacy practices. Links to Non-WorqHat Applications are not an endorsement by WorqHat. WorqHat is not responsible or liable for the availability or accuracy of such Non-WorqHat Applications, or the content, products, or services available from such Developer websites.

Use of Integrations

Your Agreements with Third Parties. Developers are required to provide their own terms of service, privacy policy, and support policies with respect to any Integration they publish on the Integration Gallery, and Non-WorqHat Applications that such Integrations connect to may also maintain their own terms of service, privacy policy, and support policies (all such third-party terms are collectively, "Non-WorqHat Application Terms"). Your use of Developer Integrations and Non-WorqHat Applications will be exclusively governed by and subject to the Non-WorqHat Application Terms and we encourage you to read them carefully. For clarity, where Integrations created by WorqHat connect to Non-WorqHat Applications, your use of such Non-WorqHat Application and any Integration Data transferred to such Non-WorqHat Application will be exclusively governed by and subject to any Non-WorqHat Application Terms.

Customer Data Transferred to Developers. By enabling, using, or accessing Integrations, your Customer Data may be transferred to and used by the Developers or the Non-WorqHat Application provider in connection with your use of such Integrations. You authorize WorqHat to transfer your Customer Data to the Developer or Non-WorqHat Application provider, in accordance with the functionality of such Integrations. WorqHat is not responsible for Customer Data transferred to a Developer or Non-WorqHat Application, or for any transmission, collection, disclosure, security, access, modification, use, or deletion of Customer Data transferred by or through Integrations.

Support. WorqHat does not provide support for Non-WorqHat Application provider or Developer Integrations. For any support related needs, you should contact the Non-WorqHat Application provider or Developer directly. WorqHat provides support for Integrations created by WorqHat.

Fees. WorqHat reserves the right to charge fees for use of or access to all or part of the Integration Gallery or Integrations. With respect to fees for Non-WorqHat Application provider or Developer Integrations, any payment obligations for use of the Non-WorqHat Application provider or Developer Integrations are between you and the Non-WorqHat Application provider or Developer.

15. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.



16. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: <https://www.worqhat.com/privacy>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service. Please be advised the Site is hosted in India. If you access the Site from any other region of the world with laws

or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in India, then through your continued use of the Site, you are transferring your data to India, and you agree to have your data transferred to and processed in India.

17. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification.

18. TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action.

19. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

20. GOVERNING LAW

These Terms shall be governed by and defined following the laws of India. Winlysis Private Limited (WorqHat) and yourself irrevocably consent that the courts of India shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

21. DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Service (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute informally for at



least ninety (90) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.



Binding Arbitration

Any dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of WorqHat's services and/or products, including the Integration Gallery or Integration Gallery Content, will be resolved by arbitration. You and WorqHat agree that any Claim will be settled by final and binding arbitration, using the English language, administered by the Arbitration Council of India under its Comprehensive Arbitration Rules and Procedures then in effect. Arbitration will be handled by a sole arbitrator in accordance with The Arbitration and Conciliation (Amendment) Act, 2019. Judgment on the award rendered by the Arbitrator(s) shall be binding, conclusive and non-appealable.

The seat, or legal place, of arbitration shall be Pune, India. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of India.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

You understand that by agreeing to these Terms, you and WorqHat are each waiving the right to trial by jury or to participate in a class action or class arbitration.

22. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

23. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

24. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL WORQHAT, NOR ITS DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATIONS, LOST PROFIT, LOST REVENUE, LOSS OF DATA, INTANGIBLE LOSSES OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WORQHAT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF



OR RELATING TO YOUR USE OF THE SERVICE AND THESE TERMS IS LIMITED TO THE LESSER OF (i) RS 5000 INR; OR (ii) ONE HUNDRED PERCENT (100%) OF ANY AMOUNT YOU'VE PAID FOR YOUR SUBSCRIPTION IN THE PRECEDING ONE (1) MONTH PERIOD.

25. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

26. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

27. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

28. MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Site. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.



29. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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