

TERMS OF SERVICE

Effective from: **21st December 2024**

These Terms of Service (the “**Terms**”) constitute a legally binding agreement between VrajX LLC, its subsidiaries, and affiliates (“**Company**,” “**we**,” “**our**,” or “**us**”) and you (“**you**,” “**your**,” or “**User**”). These Terms will be effective upon your acceptance of the same (directly or indirectly in electronic form or by means of an electronic record) and will govern the relationship between us and you for the use of our Website <https://atomicinputs.com/> as well as <https://atomicinput.com/> (the “**Website**” or “**Atomic Inputs**”), and any of our other websites, mobile or digital applications, or any other services we offer from time to time by or in connection therewith (together referred to as the “**Platform**”). The Platform is owned and operated by **VrajX LLC**.

The Platform enables businesses, including but not limited to restaurants, hotels, hospitals, clinics, grocery stores, and other service providers (“**Business**” or “**Businesses**”), to collect customer feedback through customizable surveys. These surveys can be distributed via QR codes, NFC tags, or integrations with Instagram, WhatsApp, or the like (“**Meta Platforms**”). The Platform offers real-time analytics and AI-powered insights to help businesses understand customer sentiment and improve services. Businesses can manage surveys, track responses, and access actionable feedback through a User-friendly dashboard (“**Dashboard**”), streamlining the process of enhancing customer experiences and refining business strategies (collectively the “**Services**”).

For the purposes of these Terms, “**Customers**” refers to individuals who engage with the surveys created by Businesses and provide feedback through the Platform. Customers access the surveys via QR codes, NFC tags, or through integrated Meta Platforms.

Acceptance of Terms:

This document is an electronic record in accordance with the Electronic Signatures in Global and National Commerce (E-Sign) Act, 15 U.S.C. §§ 7001-7031, and applicable laws governing electronic contracts and records in the United States. This electronic record is generated by a computer system and does not require any physical or digital signatures. For Users accessing the Platform from India, this document is deemed compliant with the Information Technology Act of 2000, including its rules on electronic records and digital acceptance. For Users accessing the Platform from Canada, it adheres to the Uniform Electronic Commerce Act (UECA) and applicable provincial laws on electronic documents and agreements.

Any User accessing the Platform from jurisdictions not explicitly mentioned here shall be deemed to have electronically accepted these Terms in accordance with the electronic transaction laws or equivalent statutes applicable in their respective jurisdiction. In the absence of such laws, the acceptance shall be presumed valid by universally accepted principles of digital contracting.

Our role under these Terms is limited to administration and managing the Platform, including any Services made available to you on the Platform. You must comply with applicable laws, regulations, and policies when using our Services. It is your responsibility to ensure that your use of the Platform does not violate any laws or regulations in your jurisdiction.

For the purpose of these Terms, wherever the context requires, “**you**” or “**User**” shall refer to any natural or legal person, including Businesses and Customers that access or utilize our Platform and/or Services.

The applicability of these Terms extends to Users regardless of the device type used for accessing our Platform, whether it be a laptop/desktop or mobile/tablet device.

ACCESSING, BROWSING, OR OTHERWISE USING THE PLATFORM INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS, SO PLEASE READ THE TERMS CAREFULLY BEFORE PROCEEDING.

By impliedly or expressly accepting these Terms, you also accept and agree to be bound by our Privacy Policy as amended from time to time. We encourage you to read the [Privacy Policy](#) in conjunction with these Terms to better understand how you can update, manage, export, and delete your information. **If you do not agree with anything provided herein, please do not use or access our Platform and/or Services.**

We reserve the unilateral right to change the particulars contained in these Terms from time to time, without notice to you and in our sole discretion. If we make any such revisions to these Terms, we will update the effective date above, and the revised Terms shall be effective from such date. You are required to check these Terms and their effective date frequently to understand the terms and conditions that apply to your use of our Services. Your continued use of the Services following such modification constitutes your acceptance of the modified Terms of Service, whether or not you have read them.

Further, we may change, suspend, and/or discontinue the Services at any time, including the availability of any feature, database, and content on the Platform. We may also need to restrict Users' access to parts and/or all of the Platform without notice in the event of technical disruptions or other similar events and we shall not be liable to the Users in such cases.

1. WHO IS ELIGIBLE TO USE OUR PLATFORM AND SERVICES?

1.1. For Businesses:

To access and use the Services provided by the Platform, you must represent and warrant that:

- 1.1.1.** You are either a registered business entity or an individual acting in a professional capacity authorized to create and manage surveys through the Platform.
- 1.1.2.** You have the authority to enter into legally binding agreements and comply with the terms outlined in these Terms.
- 1.1.3.** You must ensure that your use of the Platform complies with applicable data privacy laws, such as the Digital Personal Data Protection Act ("DPDP"), California Consumer Privacy Act ("CCPA"), and Personal Information Protection and Electronic Documents Act ("PIPEDA").
- 1.1.4.** You are at least 18 years old or have the legal age of majority in your jurisdiction if accessed by individuals acting on behalf of the Business.

1.2. For Customers:

Customers who participate in surveys through the Platform must:

- 1.2.1.** Be at least 18 years of age or older, or the age of majority in their jurisdiction, unless they have obtained parental or guardian consent where required.
- 1.2.2.** 13 years of age in the United States with parental consent, in accordance with the Children's Online Privacy Protection Act ("COPPA").
- 1.2.3.** Agree to voluntarily provide feedback and acknowledge that their participation is optional.

1.2.4. Consent to the collection, processing, and use of their data as outlined in the [Platform's Privacy Policy](#).

1.3. **Prohibited Users:**

1.3.1. **Individuals barred from using the Services:** Users who have been previously suspended or prohibited from accessing our Platform and/or Services by us or any competent authority are not allowed to use our Platform.

1.3.2. **Users from Sanctioned Territories:** Users from sanctioned or restricted territories are prohibited from using the Atomic Inputs Platform and Services if they or the business entity they represent are domiciled, registered, or conduct business in any country or territory subject to financial or economic sanctions, trade embargoes, or similar restrictions imposed by the United States, Canada, or India, including but not limited to North Korea, Iran, Syria, or Pakistan. This prohibition extends to Users listed as prohibited, debarred, or sanctioned parties by entities such as the U.S. Office of Foreign Assets Control (OFAC), the Canadian Sanctions Programs, the Directorate General of Foreign Trade (DGFT) of India, the Reserve Bank of India (RBI), or equivalent authorities. Access is also restricted unless the User obtains all required licenses or government authorizations for compliance.

2. **HOW CAN YOU USE OUR PLATFORM AND SERVICES?**

2.1. **Account Registration and Verification:**

2.1.1. **Businesses:**

2.1.1.1. To utilize the Services, Businesses must create a User account (the “**Account**”). To create an Account, you must provide accurate, current, and complete information as detailed in Section 2.1 of our Privacy Policy. This includes, without limitation, your full name, email address, contact number, business name, and address.

2.1.1.2. You agree to undergo the email verification process, and we reserve the right to limit access to our Platform until such verification is completed. You understand and agree that we may require you to undergo two-factor authentication (2FA) as part of enhanced security measures. This 2FA verification process will include the use of a One-Time Password (OTP) sent to your email address and/or mobile number, as the case may be to ensure the accuracy and security of your information.

2.1.1.3. After the Account is successfully created, Businesses get access to their respective Dashboards. The Dashboard allows a Business to manage their surveys, track responses, view analytics, and access survey results all in one place. This centralized management system ensures an efficient and organized way to handle survey data and make any necessary adjustments to surveys or results. Further, the Business can create and manage customizable surveys, with default survey templates available based on their industry type. Businesses are permitted to include their logos or images in surveys they create using the Platform. This process is subject to manual or offline handling, meaning the addition of such visual elements is facilitated outside the automated features of the Platform. All such modifications or customizations require prior approval, ensuring compliance with applicable terms and conditions and safeguarding intellectual property rights. The Company reserves the right to review and authorize these inclusions on a case-by-case basis to maintain quality and adherence to standards. Further, the Company does not assume liability for the content provided by Businesses and reserves the right to reject or remove any logos or images that it deems inappropriate, non-compliant, or unsuitable for the Platform.

- 2.1.1.4. Upon meeting payment and contractual requirements, businesses will receive a unique QR code or NFC tag (physical or virtual, as specified during setup). Charges for physical QR codes or NFC tags begin on the day of delivery. Survey details, including questions, answers, and analytics, are shared with businesses via email and are also accessible via the Dashboard on the Website, ensuring no Personal Information (*defined in the Privacy Policy*) of the User is shared. Only abstracted identifiers (e.g., system-generated User IDs) are visible. Businesses retain the right to request deletion of survey results through the Platform in the manner set forth in *Section 10 of the Privacy Policy*.
- 2.1.1.5. Businesses are responsible for maintaining the confidentiality of their Account credentials and are liable for all activities conducted under their Account. If you have previously registered, you should log in/sign in to your Account using the same credentials provided during the initial registration process.

2.1.2. Customers:

- 2.1.2.1. Customers are not required to create any account on the Platform and can utilize the Platform's services by engaging with surveys through their pre-existing Instagram or WhatsApp accounts, which interact with the Company's verified and approved Instagram and WhatsApp channels.
- 2.1.2.2. Surveys can also be accessed via a dedicated website or web browser. In the event that Customers encounter difficulties or require assistance while accessing surveys through the website or web browser, they will have access to troubleshooting instructions provided along with the survey URL. These instructions aim to guide Users through common issues they may face. Additionally, should any technical challenges arise, customers can reach out for further support to ensure a smooth experience in completing the surveys.

2.2. Account Access; Roles and Permissions:

- 2.2.1. When Businesses create an Account, they can designate one or more administrators who will have the authority to manage the Account or configure the Services to meet their organization's needs. If a third party creates and configures a Business's Account on their behalf, that third party likely assumes the role of administrator. It is important to establish a suitable agreement with such administrators outlining their roles and limitations as an administrator of your Account.
- 2.2.2. You as a Business are responsible for (i) maintaining the confidentiality of your Account password, (ii) appointing competent individuals as administrators to manage your Account, and (iii) ensuring that all activities associated with your Account comply with these Terms. Please note that the Platform is not responsible for the administration and internal management of the Services on your behalf.
- 2.2.3. Please note that these Terms also apply to administrators, and they must adhere to the terms and conditions outlined herein. To maintain the security and integrity of your Account, it is essential to keep your login credentials confidential and only grant access to individuals you trust. We recommend that you carefully consider the roles and permissions assigned to administrators, ensuring that they align with their respective responsibilities and duties within your organization.

2.3. Account Security and Update:

- 2.3.1. Businesses are responsible for safeguarding their Account credentials and preventing unauthorized access to their Account. Any unauthorized use of an Account must be reported to the Company immediately for investigation.

- 2.3.2. If you share or allow others to have access to your Account, you assume exclusive liability and responsibility for all activities conducted on your Platform, as well as any resulting consequences.
- 2.3.3. You acknowledge and agree that we shall not be liable or responsible for the activities or consequences arising from the use or misuse of any information in your Account or on your Platform.

2.4. Account Suspension and/or Deletion:

- 2.4.1. You agree to: (a) diligently log out from your Account at the conclusion of each session, and (b) promptly inform us of any unauthorized use of your Account. In the event of a suspected security breach or misuse of your Account, we reserve the right to request a password change or suspend your Account, without incurring any liability to the Company, for a duration deemed appropriate in the circumstances. We disclaim any responsibility for any loss or damage resulting from your non-compliance with this provision.
- 2.4.2. The Business shall be solely responsible for the accuracy and correctness of all such details/information given by them during Account setup. If we have reason to doubt the correctness of any details/information furnished by you or in case any information furnished by you is found incorrect, false, or misleading, we reserve the right to cancel or suspend the registration permanently or for such period as we deem fit.

3. WHAT ARE THE RESPONSIBILITIES AND OBLIGATIONS OF BUSINESS?

- 3.1. You agree that the country of residence and/or your company's country of incorporation aligns with the country specified in the contact and/or billing address you provide to us.
- 3.2. You agree to fully comply with all applicable laws, regulations, and contractual terms governing your use of the Platform and Services. This includes any laws specific to your geographical location or the location of your Customers. Compliance extends to ensuring that surveys, and any User Content do not violate any relevant laws, including those related to data protection, intellectual property, and consumer protection.
- 3.3. You are solely responsible for the content of any surveys created using the Platform, including questions, answers, logos, images, and any other custom elements added. You must ensure that all surveys are designed in a manner that is lawful and does not infringe on third-party intellectual property rights. You must also seek approval for any custom logos or branding elements, which may be subject to review to ensure compliance with intellectual property laws and Platform guidelines. You are also responsible for ensuring that surveys do not mislead or deceive participants, and that all data collected complies with applicable data privacy regulations.
- 3.4. You are fully responsible for any actions taken by Customers by accessing your surveys through the Platform. The Company is not liable for the actions or outcomes resulting from the use or misuse of surveys, logos, or any data collected from Customers through the Platform. You must monitor and manage the activities of your Customers and ensure their compliance with the Platform's terms.
- 3.5. Businesses are responsible for using the data and analytics collected from surveys in a lawful and responsible manner. This includes ensuring that any data collected is protected in accordance with applicable data protection laws and not used for any unauthorized purposes. Survey results, including questions, answers, and analytics, are accessible via the Dashboard and are also shared through email. Businesses are responsible for how they interpret and act on the results and should not hold the Company liable for any business decisions based on survey data.
- 3.6. You are strictly prohibited from exporting, sharing, or selling any data collected through the Platform, including survey responses, analytics, or other Customer information, for any form of monetary or commercial gain. This includes, but is not limited to, selling data to third parties, using data for

targeted advertising beyond the scope of the Platform, or monetizing insights derived from Customer responses without explicit authorization. Any violation of this prohibition may result in the suspension or termination of your Account and legal action, as applicable.

- 3.7. You agree to maintain confidentiality of any non-public information you obtain through your use of the Platform and Services, including proprietary information, trade secrets, and other confidential business information. You must not disclose such information to any third party without prior written consent from the Company, except where required by law.
- 3.8. You are responsible for ensuring that your hardware, software, and internet connection meet the technical requirements necessary to access and use the Platform and Services. The Company is not responsible for any issues that arise from your failure to meet these requirements, including compatibility issues or system failures.
- 3.9. You must take all reasonable precautions to protect your system and any data you process through the Platform. This includes ensuring that your computer systems do not expose you to viruses, malware, or any other malicious software that could harm your devices or compromise your data security. The Company is not responsible for any loss or damage to your computer systems or data arising from the use of the Platform.
- 3.10. You agree not to access the Platform with the intent to impersonate another person or use a Username that is subject to someone else's rights without proper authorization. Impersonation, unauthorized use, or misleading representation is strictly prohibited.
- 3.11. Linking to the Platform is permitted as long as it is done in a manner that is fair, legal, and does not tarnish our reputation. You must not link in a way that implies an association, approval, or endorsement by the Company, unless explicitly authorized. You may not frame or embed the Platform on another website without express permission.
- 3.12. You agree to not assign or transfer your Account to any other person or entity.
- 3.13. You agree that we shall not bear any liability or responsibility for the activities or consequences arising from the use or misuse of any information under your Account, including without limitation, situations where you have neglected to update your mobile phone number and/or email address on the Platform.

4. WHAT ARE THE AVAILABLE SUBSCRIPTION PLANS AND PRICING TERMS?

4.1. Subscription Plans and Billing Methods:

- 4.1.1. We offer paid subscription plans for our Services on our Platform, including recurring monthly plans. The subscription plans are based on various parameters, including but not limited to, the number of surveys and the duration of use. Currently, we offer a standard monthly plan priced at \$0.99 per month for the first three months, after which the price increases to \$9.99 per month. Each survey created by the Business is associated with the plan, and the maximum number of responses allowed per survey is 1,000 responses per month. Businesses may also receive special promotional codes allowing them to access surveys for free at our discretion. For an additional \$5 charge, businesses can enable unlimited responses for the remainder of the month. The detailed features and pricing of all the subscription plans are available [here](#).
- 4.1.2. You agree and acknowledge that subscription fees shall be billed in advance for each 30-day billing cycle. In the event of a payment failure, we will attempt to process the payment up to three (3) times over a consecutive three-day period (one attempt per day). If all three attempts are unsuccessful, the subscription shall be deemed terminated, and the Business's access to the subscribed services, including any associated analytics data, shall be permanently revoked. No further notice shall be provided prior to termination under these circumstances. Further, we disclaim any liability for Capacity Loss (see *Section 5.4*).

4.1.3. You agree and acknowledge that we reserve the right to modify or adjust subscription plans, including features and pricing, based on market conditions and feedback as we refine our Services and/or Platform. Any changes in the plans or their features will be communicated to Businesses via email. Upon receiving the notice, Businesses will have a 7-day period to assess the changes and, if necessary, make adjustments to their subscription.

4.2. Free trial:

4.2.1. We may, at our sole discretion, offer a complimentary trial period, allowing Businesses to explore the basic features and functionalities available on our Platform before committing to a subscription plan. The trial period, if provided, will begin upon sign-up and will last for a duration determined by the Company. At the end of the trial period, if the Business chooses not to extend, then Business will no longer have access to the Services. Please note that certain limitations and restrictions may apply, and we reserve the right to modify or terminate the trial offer at any time without prior notice.

4.3. Payment Terms:

4.3.1. Upon selecting a specific subscription plan on our Platform, you are required to pay the designated subscription fee associated with the chosen plan. The payment amount is clearly specified for each subscription tier.

4.3.2. Businesses may receive payment links or invoices issued directly by us as we deem fit for the due subscription fee. Payments can be made via bank transfer, or through third-party platforms such as Google Pay or similar services. In such cases, you are subject to the terms and conditions of these third-party payment platforms. We may, in the future, utilize a payment gateway partner to streamline transactions, and any payments processed through such a partner will be governed by their respective terms.

4.3.3. Businesses are authorized to use valid credit/debit cards, or any other accepted payment methods, including online banking facilities, for all payment related transactions in lieu of Services. Businesses are required to provide accurate and complete details of their credit/debit cards or online banking accounts. It is their responsibility to ensure the correctness of the information provided, and any incurred costs, expenses, losses, or damages resulting from the submission of incorrect details are solely their responsibility.

4.3.4. We disclaim any responsibility and liability for any loss or damage incurred by Businesses during the utilization of payment methods facilitated by the Company. This includes but is not limited to, instances such as:

4.3.4.1. Lack of authorization for a transaction;

4.3.4.2. Exceeding the mutually agreed preset limit between the Business and the respective bank;

4.3.4.3. Payment issues arising from the transaction; and/or

4.3.4.4. Transaction being declined due to any other reasons.

4.3.5. All payments made against the purchases on the Platform by the Businesses shall be compulsorily in **United States Dollars**. The Company will not facilitate transactions concerning any other form of currency with respect to the purchases made on the Platform. To the extent permitted by law (and unless specified otherwise by us in writing), all fees are exclusive of all taxes (including value-added tax, sales tax, goods, and services tax, etc.), levies or duties imposed by taxing authorities ("**Taxes**"), and Businesses shall be responsible for payment of all applicable Taxes relating to their use of the Services, or to any payments or purchases made by them. If we are obligated to collect or pay Taxes for the fees payable by Businesses, and whether or not such Taxes were added and collected from them for previous transactions, such

Taxes may be added to the payment of any outstanding fees and will be reflected in the invoice for such transactions. We recommend that Businesses verify the existence of any additional fees they may be charged by third parties in connection with the purchase of paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees, or fees due to banks or credit card companies). We are not responsible for any such additional fees or costs.

- 4.3.6.** By accepting these Terms, Businesses expressly authorize us and third-party service providers to electronically collect, process, facilitate, and remit payments, including the transaction amount, through electronic means between Users on the Platform.
- 4.3.7.** You acknowledge, understand, and agree that the payment facility provided by us constitutes neither a banking nor financial service. Instead, we function as a facilitator, offering an electronic, automated online payment, and remittance facility for transactions through the existing authorized banking infrastructure and credit card payment gateway networks. It is imperative to clarify that, in providing the payment facility, we assume neither the role of a trustee nor engage in a fiduciary capacity concerning the transaction, thereby absolving itself from such responsibilities.
- 4.3.8.** We affirm that the information provided by the Businesses in this regard will be treated as confidential and will not be divulged to any third party, except as necessitated by the applicable laws, regulations, and/or processes of any government authority, and/or in connection with any judicial proceedings pertaining to legal actions, suits, and/or proceedings arising from or related to these Terms.
- 4.3.9.** We diligently report and pursue both confirmed and suspected instances of credit/debit card fraud. We may request additional authorization from the Business and the decision to seek further authorization rests solely with us. We retain the right to annul, postpone, decline delivery, or retract any transaction in case of suspected fraud. We shall not be held liable to the Businesses for any losses arising from such cancellation.
- 4.3.10.** During the transaction process, we or a third-party service provider may collect specific information such as User ID, time, date, IP address, and other relevant details aimed at identifying individuals involved in fraudulent activities. In cases where a transaction is suspected to be fraudulent, all records will be provided, with or without a subpoena, to law enforcement agencies and the credit/debit card company for a thorough fraud investigation. We are committed to collaborating with authorities to ensure the prosecution of offenders to the maximum extent permitted by law.
- 4.3.11.** If your subscription plan is subject to recurring renewal and consequent subscription charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable subscription. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.
- 4.3.12.** By actively selecting a subscription plan or participating in transactions, Businesses explicitly acknowledge their understanding and unequivocal acceptance of the pricing and subscription terms delineated in this Section.
- 4.3.13.** We reserve the right to periodically review and adjust subscription plans and pricing terms to adapt to market dynamics and service enhancements. Users will receive timely notifications regarding any changes, and updates will be accessible through the Platform, but this will not affect payment for Services that have been previously paid.
- 4.3.14.** Businesses must make the payment in respect of our Services in advance, in cleared funds, in accordance with any instructions on our Platform. We retain the right not to make any Platform Services available until we receive cleared funds.

4.4. **Chargeback Policy:**

The following terms constitute “**Chargeback Policy**”:

- 4.4.1. If at any time, we record a decline, chargeback, or other rejection of a charge for any payable fees due directly to our Platform, on your User Account (“**Chargeback**”), this will be considered a breach of your payment obligations hereunder. Consequently, your access to our Platform and Services may be automatically disabled or terminated.
- 4.4.2. If a Chargeback is initiated, your Account may be blocked without the option to re-purchase or re-use it. Furthermore, any data contained within your Account may be subject to cancellation and Capacity Loss as defined in Section 5.4 below.
- 4.4.3. Your access to our Platform will remain suspended until you resubscribe for the respective Services and settle all applicable fees in full. This includes covering any fees and expenses incurred by us or any third-party services due to the Chargeback, encompassing charges for services provided before the occurrence of the Chargeback, as well as handling and processing fees incurred by the payment processor.
- 4.4.4. If you have any inquiries or concerns regarding a payment made to our Platform, we strongly recommend reaching out to us at myatomicinputs@gmail.com before initiating a Chargeback or reversing the payment. This proactive step helps prevent the cancellation of Services and the blocking of your Account. Additionally, it helps avoid unwarranted or erroneous Chargebacks, which could result in your liability for applicable fees. In such cases, you may be required to repay all fees associated with the Services purchased and subsequently charged back.
- 4.4.5. We retain the right to dispute any Chargeback received. This may involve providing the relevant credit card company or financial institution with pertinent information and documentation demonstrating that you, the User, authorized the transaction and received or utilized the rendered services.

5. **CAN YOU CANCEL YOUR SUBSCRIPTION PLAN?**

The following terms constitute “**Refund and Cancellation Policy.**” This Policy governs the terms and conditions applicable to the refund and cancellation of subscription plans offered by the Platform. Businesses are advised to carefully review this policy to understand their rights and obligations regarding refunds and cancellations.

5.1. **Cancellation:**

- 5.1.1. Subject to Section 4.1.2, Businesses may cancel their subscription plans at any time through their Account settings on the Platform. Upon cancellation, Services will remain accessible until the end of the current billing cycle. No further charges will be incurred following the cycle's end.

5.2. **Cooling-Off Period:**

- 5.2.1. Businesses canceling their subscription within the first 90 days (“**Cooling-Off Period**”) are eligible for a full refund of their initial payment. This period allows Businesses to assess service suitability without financial commitment. Further, if additional features or Services are utilized during this period, refunds may be subject to deductions for those features. However, refunds will not be provided after the expiry of this Cooling-off period.

5.3. **Refunds:**

- 5.3.1. To be eligible for a refund, Businesses must meet the following criteria, including but not limited to (a) Businesses must provide valid reasons for the refund request, such as dissatisfaction with

the Services, technical issues, or other legitimate concerns; (b) the Account must be in good standing, with no outstanding fees or violations of Platform's Terms of Service; and/or (c) the refund request must be submitted within the Cooling-Off Period.

5.3.2. Refunds are processed within **7-14 business days** after receiving a valid refund request. Refunds will be issued to the original payment method, subject to deductions for any incurred payment processing or currency conversion fees. Please note that refund requests submitted beyond the Cooling-Off Period or for subsequent billing cycles will not be processed.

5.4. Loss of Data, Content, and Capacity:

5.4.1. If your Account or any Services or third-party services related to your Account are canceled (whether at your request or at Platform's discretion), it may cause or result in the loss of certain content, features, or capacity of your Account, including any User Content, Business Data or other usage data retained therein ("**Capacity Loss**"). We shall not be liable in any way for such Capacity Loss, or for saving a backup of your Account, User Content or Business Data. Please also note that additional fees may apply to the re-activation of an Account and/or any Services following their cancellation, as determined by the Platform in its sole discretion.

5.4.2. Following the termination of your Account or User Platform, we reserve the right to delete all data in the normal course of operation. User Content and/or Business Data, as the case may be cannot be recovered once your Account is terminated.

5.4.3. Additionally, the availability of third-party services, including Meta Platforms, may change or be suspended without prior notice. Any such changes may result in Capacity Loss, as certain features or functionalities may no longer be accessible through these Meta Platforms. The Platform shall not be held responsible for such changes or any resulting Capacity Loss.

6. WHAT ARE THE USER CONTENT GUIDELINES?

6.1. When using our Platform and Services, Users may share, upload, submit, or otherwise provide their personal information. Business Data, or other data in connection with activities such as utilizing the Platform, accessing Services, and participating in surveys (collectively referred to as "**User Content**"). By doing so, you provide us with a worldwide, irrevocable, non-exclusive, royalty-free license to employ, reproduce, store, and distribute User Content within the operational scope of the Platform's functionalities and our Services. This includes but is not limited to, processing survey responses, analyzing Platform performance, and delivering Services to you. You acknowledge that we may utilize any User Content consistent with our [Privacy Policy](#) and you shall not be entitled to any payment or other compensation for such use. It's your responsibility to ensure that the User Content abides by applicable jurisdictional laws and any agreement entered into. We aren't responsible for any harm resulting from anyone's access, use, or downloading of User Content, or for any harm resulting from third-party websites. You're responsible for taking the necessary precautions to protect yourself and your mobile devices from viruses, worms, Trojan horses, and other harmful or destructive content.

6.2. User Content must comply with the Content Standards set out in this Section. User Content must not-

- 6.2.1.** contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- 6.2.2.** promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- 6.2.3.** infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;

- 6.2.4. violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service, or our Privacy Policy;
 - 6.2.5. be likely to deceive any person;
 - 6.2.6. promote any illegal activity, or advocate, promote, or assist any unlawful act;
 - 6.2.7. cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
 - 6.2.8. impersonate any person, or misrepresent your identity or affiliation with any person or organization;
 - 6.2.9. involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;
 - 6.2.10. give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case;
- 6.3. The User acknowledges that we may or may not pre-screen User Content. However, we retain the right (but are not obligated) to pre-screen, refuse, or remove any User Content and/or Services from the Platform at any time, for any reason. This includes, but is not limited to, instances where we receive claims, allegations, or complaints from third parties and/or authorities related to such User Content, or for no reason at all. However, we do not endorse or guarantee the accuracy, completeness, or reliability of any User Content.
- 6.4. You agree that the User Content is (and will continue to be) true, current, accurate, non-harmful, non-infringing upon any third party rights, and in no way unlawful for you to upload, import, export, copy, possess, post, publish, transmit, display or otherwise use, in the country in which you reside.
- 6.5. You agree and allow us to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their Intellectual Property Rights or their right to privacy.
- 6.6. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.
- 6.7. However, we do not undertake to review all material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this Section.
- 6.8. **Feedback:** The following terms constitute “**Feedback Policy**”:
- 6.8.1. You may submit your ratings on your experience with our Platform and Services or provide reviews and feedback (collectively, “**Feedback**”) to us in written or audio-visual format, and/or share such Feedback with other Users, or the public. If you submit Feedback, it shall be exclusively owned by our Company.
 - 6.8.2. By providing such Feedback to us, you acknowledge and agree that it may be used by us in order to: (i) further develop, customize, and improve our Platform and Services, (ii) provide ongoing assistance and technical support, (iii) contact you with general or personalized Platform-related notices and/or interview requests based on your ratings and Feedback or otherwise, (iv) facilitate, sponsor, and offer certain promotions, and monitor performance, (v) create aggregated statistical data and other aggregated and/or inferred information, which we

may use to provide and improve our Platform and Services, (vi) enhance our data security and fraud prevention capabilities, and (vii) comply with any Applicable Laws and regulations, or for any other purpose.

6.8.3. We may use such Feedback for any purpose without any compensation or obligation to you. We reserve the right to post Feedback or remove any Feedback posted in our public forums for any reason at our sole discretion.

6.8.4. In addition, you (1) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third-party rights; (2) irrevocably assign to us any right, title, and interest you may have in such Feedback and (3) explicitly and irrevocably waive any and all claims relating to any past, present, or future moral rights, artists' rights, or any other similar rights worldwide in or to such Feedback.

7. WHAT ARE THE OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS FOR USER CONTENT AND PLATFORM MATERIALS?

7.1. Company's Intellectual Property:

7.1.1. All rights, title, and interest in and to the Platform and our Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates, and widgets, literary work, source, and object code, computer code (including HTML), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the "look and feel" of the Platform, or software, or Services, methods, products, algorithms, analytics tools, survey distribution systems data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customised URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, "**Intellectual Property**"), and any derivations thereof, are owned by and/or licensed to the Company.

7.1.2. Users acknowledge that no ownership of the Platform and its contents is being transferred. All rights, Intellectual Property, and interests in the Platform remain the exclusive property of the Company, its affiliates, or its licensors.

7.1.3. We grant Users a limited, non-exclusive, non-transferable licence to access and use our Platform and/or Services strictly for its intended purposes. This licence explicitly does not confer any ownership rights to Users, and any unauthorised use constitutes a material breach of this section.

7.1.4. All copyright and other intellectual property rights in the material on our Platform are reserved.

7.1.5. We respect the intellectual property rights of others, and Users are expected to do the same. Uploading, posting, or otherwise transmitting any content that infringes on the Company's or any third party's intellectual property rights is strictly prohibited. We reserve the right to promptly remove any infringing content.

7.1.6. All intellectual property rights discovered, developed, or otherwise coming into existence as a result of, for the purposes of, or in connection with, the Platform or the provision of any Services will automatically vest in and are assigned to, us, including any enhancements, improvements and modifications to the Intellectual Property. You must not represent to anyone or in any manner whatsoever that you are the proprietor of the Platform and/or Intellectual Property.

7.1.7. These Terms of Service permit you to use the Platform for your personal use only. This means you are not permitted to resale or give away any of the content you view or download. You are not permitted to reproduce, modify, create derivative works of, publicly display, publicly perform, or republish any of the material on our Platform, except as follows:

- 7.1.7.1. Your computer may store copies of such materials in RAM incidental to your accessing and viewing those materials.
- 7.1.7.2. You may store files that are automatically cached by your web browser for display enhancement purposes.
- 7.1.7.3. You may print or download a reasonable number of pages of the Platform for your own personal use and not for further reproduction, publication, or distribution.
- 7.1.7.4. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end User license agreement, if any, for such applications.
- 7.1.7.5. If we provide social media features with certain content, you may take such actions as are enabled by such features.
- 7.1.8. You must not:
 - 7.1.8.1. Modify copies of any materials from this Platform.
 - 7.1.8.2. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
 - 7.1.8.3. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Platform.
- 7.1.9. These Terms do not convey any right or interest in or to the Company's Intellectual Property (or any part thereof), except only for the limited license expressly granted above. Nothing in these Terms constitutes an assignment or waiver of the Company's Intellectual Property rights under any law.

7.2. User's Intellectual Property:

- 7.2.1. In the course of using the Platform, Businesses may collect data, insights, or results derived from survey responses and other interactions. The ownership of such survey data, analytics, and related business-specific information ("**Business Data**") resides exclusively with the respective Business. The Company facilitates access and processing of this Business Data as part of the Service offering but claims no ownership over it. Further, the Company reserves the right to use such Business Data for the purpose of improving its Services, analytics, and operational performance, provided that such use does not reveal any identifiable or proprietary User data.
- 7.2.2. However, Users are responsible for ensuring that the Business Data and User Content complies with applicable laws, including obtaining necessary permissions to collect, process, or share such information. The Company disclaims liability for any disputes arising from unauthorized use of Business Data and User Content by the Business.

7.3. Use of your Intellectual Property:

- 7.3.1. By submitting User Content (e.g., logos, branding materials, survey responses) to the Platform, Users grant the Company a worldwide, royalty-free, non-exclusive, and sublicensable license to use such materials for purposes detailed in Section 4 of the Privacy Policy.
- 7.3.2. You acknowledge and agree that:
 - 7.3.2.1. if you elect to upload any User Content to the Platform you:
 - 7.3.2.1.1. represent and warrant that you either have the rights in that User Content or have the necessary permission to upload, post, transmit or otherwise make available that User Content via the Platform;
 - 7.3.2.1.2. are solely responsible for that User Content and that we will not be liable for any loss, expenses, liabilities, costs, or damages that are caused by the information you provide on the Platform; and

7.3.2.1.3. you have procured all necessary rights from third parties, which are from time to time required in order for us to be able to provide the Platform or the Services to you.

7.3.2.2. You agree that we may refer to you, your business name, publish your logo and/or trademark and make reference to you as a client of ours in any communications or publications for the purposes of marketing or promoting our business provided that any proposed communication or reference is approved in writing in advance by you.

8. HOW TO REPORT INTELLECTUAL PROPERTY INFRINGEMENT?

8.1. Copyright Infringement Claims:

- 8.1.1. Our Platform respects the intellectual property rights of others and is committed to investigating and addressing allegations of copyright infringement promptly. We provide tools and clear procedures for Users to report any content they believe infringes on their copyrights or other intellectual property rights.
- 8.1.2. Users agree not to upload or transmit any communications or User Content that infringes or violates the rights of any party while using the Platform. We do not permit infringing materials to remain on the Platform and encourage Users to promptly notify us if they believe any materials on the Platform, including advertisements or linked User Content, infringe third-party copyrights.
- 8.1.3. If you believe that your copyright-protected material is being infringed, you may submit a notice ("**Copyright Infringement Notice**") in compliance with the applicable copyright laws of your jurisdiction, including the Digital Millennium Copyright Act ("DMCA") in the United States, the Copyright Act of Canada, and/or the Copyright Act, 1957 in India, containing the following information-
 - 8.1.3.1. Identification of your copyrighted work and a description of what is protected under the copyright(s) you are referring to.
 - 8.1.3.2. Your copyright certificate(s)/designation(s) and the type, e.g., registered or unregistered.
 - 8.1.3.3. Proof of your copyright ownership, such as the registration number or a copy of the registration certificate.
 - 8.1.3.4. A short description of how our User(s) allegedly infringe(s) your copyright(s).
 - 8.1.3.5. Clear reference to the materials you allege are infringing and which you are requesting to be removed, for example, the specific URL or link to the content in question.
 - 8.1.3.6. Your complete name, address, email address, and telephone number.
 - 8.1.3.7. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law.
 - 8.1.3.8. A statement made that the information provided in the notice is accurate and that you are the copyright owner or the owner of an exclusive right that is being infringed, or are authorised to make the complaint on behalf of the copyright owner or the owner of an exclusive right that is being infringed.
 - 8.1.3.9. Your electronic or physical signature.
- 8.1.4. Upon receipt of a proper Copyright Infringement Notice of claimed infringement under the applicable law, we will respond promptly to remove or disable access to the allegedly infringing material. We will follow the procedures specified in the applicable copyright laws to resolve the claim between the notifying party and the alleged infringer responsible for the content.
- 8.1.5. To report copyright infringement issues and send a Copyright Infringement Notice, please reach out to us at myatomicinputs@gmail.com.
- 8.1.6. Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing. If we remove or disable access, we will

attempt to contact the poster of the allegedly infringing material so that the poster may provide a counter notification (the “**Counter-Notice**”) as described in Section 8.2.

8.2. Counter Notice Procedure:

8.2.1. If you believe that your content was removed or disabled due to a mistake or misidentification, you may file a Counter-Notice. A valid Counter-Notice must include the following information:

- 8.2.1.1. The specific content that was removed or to which access was disabled, including the location where the material appeared before it was removed or disabled.
- 8.2.1.2. Include a statement under penalty of perjury that you have a good faith belief that the content was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- 8.2.1.3. Provide your name, address, and telephone number.
- 8.2.1.4. State that you -
 - 8.2.1.4.1. *For U.S. Users:* Consent to the jurisdiction of the federal district court in the district of your address or, if outside the U.S., the jurisdiction of any district where we operate.
 - 8.2.1.4.2. *For Canadian Users:* Consent to the jurisdiction of the Federal Court of Canada.
 - 8.2.1.4.3. *For Indian Users:* Consent to the jurisdiction of the courts of India.

and that you will accept service of process from the person who provided the original notification of infringement.

8.2.1.5. Your physical or electronic signature.

8.2.2. Submit your Counter-Notice to us at myatomicinputs@gmail.com. Once we receive a valid Counter-Notice, we will forward it to the party who submitted the original infringement notice. If the original complainant does not file an action seeking a court order against you within **10-14 business days**, we may restore the removed content.

8.3. Trademark and Other Intellectual Property Infringement Claims

8.3.1. For claims of trademark infringement or other intellectual property infringement on the Platform, please send us an infringement notice (“**Infringement Notice**”) and provide us with the following detailed information to ensure a thorough review and response:

- 8.3.1.1. Clearly identify the location of the allegedly infringing content, including the specific URL or link where the work is located.
- 8.3.1.2. Provide comprehensive information about your trademark or other intellectual property rights, including:
 - 8.3.1.2.1. The trademarked word(s) or symbol(s).
 - 8.3.1.2.2. The trademark registration number(s).
 - 8.3.1.2.3. A direct link to the trademark record(s), if available.
- 8.3.1.3. Include documentation or evidence that substantiates your ownership of the intellectual property in question. This can be registration certificates, documentation of first use, or other relevant proof.
- 8.3.1.4. Provide your full contact information, including your name, physical address, email address, and telephone number.
- 8.3.1.5. Specify your relationship to the trademark holder. Indicate whether you are the trademark holder or an authorised representative of the holder.
- 8.3.1.6. A statement asserting that you have a good faith belief that the use of the material in the manner complained of is not authorised by the intellectual property owner, its agent, or the law.

8.3.1.7. A declaration made that the information provided in the notice is accurate and that you are the intellectual property owner or authorised to act on behalf of the owner.

8.3.1.8. Your physical or electronic signature.

8.3.2. To report intellectual property infringement claims, please send an Infringement Notice to myatomicinputs@gmail.com.

8.4. **Repeated Infringers:**

8.4.1. In accordance with our Policy, we reserve the right to disable or terminate the accounts of Users who are found to be repeat infringers under appropriate circumstances.

9. **WHAT DO YOU NEED TO KNOW ABOUT META PLATFORM AND/OR THIRD-PARTY INTEGRATIONS ON THE PLATFORM?**

9.1. **Meta Platforms Integration:**

9.1.1. The Platform integrates with Meta Platforms, including Instagram and WhatsApp, to facilitate Customer feedback collection for Businesses. This integration is subject to the [Annexure A \(Meta Compliance\)](#) outlined in the Privacy Policy. By interacting with the Platform, you acknowledge and agree to the data handling procedures set forth in the Privacy Policy, particularly regarding the collection and processing of Customer feedback via Meta's services. This integration leverages Meta's APIs to enable Customers to complete surveys via Meta's chat interfaces and automated forms, providing a streamlined User experience. Users acknowledge and agree to the following terms:

9.1.1.1. Surveys may collect User responses, limited contact details, and other feedback data as specified in our Privacy Policy. Businesses must ensure that Customer-facing surveys clearly communicate data collection practices, including what data is collected, how it is processed, and retention periods.

9.1.1.2. Atomic Inputs operates independently of Meta Platforms, Inc. The terms 'Meta,' 'Instagram,' and 'WhatsApp' are trademarks of Meta Platforms, Inc. Atomic Inputs is neither endorsed, certified, nor affiliated with Meta Platforms. While Atomic Inputs integrates with Meta's platforms, including Instagram and WhatsApp, the use of these platforms is solely for providing feedback collection services, and does not imply any formal partnership, endorsement, or certification by Meta. Atomic Inputs does not bear responsibility for any issues, disruptions, or limitations arising from Meta's services, APIs, or policies.

9.1.1.3. Users are required to comply with Meta's [terms and conditions](#), [data protection policies](#), and [developer platform guidelines](#). We do not guarantee the availability of Meta's services or APIs. Any violations of Meta's terms may result in restricted access or Account termination. We disclaim responsibility for any loss or damages resulting from such non-compliance.

9.1.1.4. Businesses must inform Customers about their privacy rights, including the ability to request data deletion. All data collected via Meta integrations must be securely stored and promptly deleted upon request. We work to ensure compliance with privacy laws, but it is the responsibility of Businesses to ensure they adhere to these guidelines.

9.1.1.5. Platform's integration with Meta Platforms is dependent on Meta's APIs. Any disruptions, service outages, or changes to Meta's APIs or policies may affect survey functionality. We are not liable for any loss or damage resulting from such disruptions, and cannot guarantee uninterrupted service.

9.1.1.6. Users are responsible for ensuring that their use of the Platform complies with both Platform's and Meta's terms of service. We shall not be liable for data breaches, service

disruptions, or issues arising from improper use of Meta's integration. Users agree to indemnify us against any claims, damages, or liabilities arising from non-compliance with Meta's policies or misuse of the integration.

9.2. Third-Party Platform Integration Guidelines:

- 9.2.1.** You understand and acknowledge that we provide links to third-party sites on our Platform for your convenience. You acknowledge that when you access third-party sites, you do so at their own risk. External sites are beyond our control, and we are not accountable for the content, functionality, accuracy, legality, appropriateness, or any other aspect of such external websites or resources. The inclusion of any link does not imply endorsement or sponsorship by us or any association with its operators.
- 9.2.2.** You may be notified when you are leaving our Platform and redirected to access a third-party site or service. Additionally, we are not responsible for any content, advertisements, products, or other materials available on external sites or through integrated services.
- 9.2.3.** You acknowledge that the linked third-party sites are not under our control and may collect data or solicit personal information from you or automatically collect information from you. Exercise caution when navigating external websites and using integration services, and carefully review their terms and privacy policies.
- 9.2.4.** You acknowledge that certain features of our Services, such as distributing surveys through QR codes, NFC tags, or integrations with Meta Platforms, may subject you to the respective terms, conditions, and privacy policies of these third-party providers. We strongly encourage you to review these policies to understand your obligations and the data handling practices of these platforms. While we strive to ensure compatibility and seamless functionality with these services, we do not control, manage, or oversee their operations. As such, we disclaim liability for any issues, errors, interruptions, or functionality problems that may arise from your use of these third-party services. These issues will be addressed according to the terms and policies provided by the respective service providers. By using these integrations, you consent to their applicable terms and assume all associated risks, including but not limited to, data collection practices, cross-border data transfers, and changes in their functionality or policies.
- 9.2.5.** We reserve the right to modify or remove links to third-party websites and services at any time without notice. Continued use of our Platform and Services constitutes acceptance of any modifications to the links provided.
- 9.2.6.** Users acknowledge that we collaborate with external or third-party service providers to enhance the User experience. Any collaborative efforts aim to improve services but are subject to the terms and conditions agreed upon with the respective service providers.

10. WHAT CAN YOU DO, AND WHAT IS A NO-GO WHEN USING OUR PLATFORM?

- 10.1.** Subject to the compliance with these Terms, including the '**Prohibited Uses**' defined in Section 10.6 below, we grant you a non-exclusive, non-transferable, revocable licence to:
 - 10.1.1.** access and use our Platform and/or Services; and
 - 10.1.2.** download the User Content or any part of it, provided by you for utilizing our Platform and/or Services.
- 10.2.** Subject to compliance with these Terms, we may offer to provide the Services, as more comprehensively described on the Platform. These Services, selected by you, are intended solely for your own use and are not to be used or exploited for the benefit of any third party.
- 10.3.** The provision of Services will be carried out on a best-efforts basis. We do not provide any warranties for the continuous availability or the accuracy of any content or User Content.

- 10.4.** You agree to be polite and respectful when you communicate or interact with others on the Platform or otherwise.
- 10.5.** You agree to not compel others to create an Account, leave a review, or otherwise interact with a third-party website, application or service unless authorized by us.
- 10.6. Prohibited Uses:**
- 10.6.1.** While using our Platform and/or Services, you consent to abstain from activities that contravene these Terms, encompassing fraudulent acts, spamming, hacking, and any actions that could disrupt the operations of our Platform.
 - 10.6.2.** While using our Platform and/or Services, you are strictly prohibited from assuming the identity of others indulging in any conduct that may falsely represent their identity.
 - 10.6.3.** While using our Platform, you are strictly prohibited from purchasing search engines or other pay per click keywords (such as Google AdWords), or domain names that use the name 'Atomic Inputs' or Atomic Inputs' trademarks and/or variations and misspellings thereof.
 - 10.6.4.** You shall not edit or otherwise modify any material on our Platform, unless you own or control the relevant rights in the material.
 - 10.6.5.** You are prohibited from probing, scanning, or testing the vulnerability of our Platform without our permission.
 - 10.6.6.** You agree not to submit, transmit, or display any User Content, or use in a context, that may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive, or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of our Platform or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit approval.
 - 10.6.7.** You agree not to publish and/or make any use of our Platform and/or Services on any website, media, network, or system other than those provided by the Company and/or frame, "deep link", "page-scrape", mirror, and/or create a browser or border environment around any of the Services, our Platform (or any part thereof), except as expressly permitted by the Company, in advance and in writing.
 - 10.6.8.** You are prohibited from using our Platform and/ or Services to copy, store, host, transmit, send, use, publish, or distribute any material that consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software.
 - 10.6.9.** You are prohibited from decrypting or deciphering any communications sent by or to our Platform without our permission.
 - 10.6.10.** You shall not conduct any systematic or automated data collection activities, which include without limitation scraping, data mining, data extraction, and data harvesting on or in relation to our Platform and/or Services without our express written consent.
 - 10.6.11.** You shall not use our Platform or Services except by means of the public interfaces.
 - 10.6.12.** You agree not to remove or alter any copyright notices, watermarks, restrictions, and signs indicating proprietary rights of any of our licensors, including copyright mark [©], creative commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying the Services and our Platform.
 - 10.6.13.** You must not do anything that interferes with the normal use of our Platform and/or Services.
 - 10.6.14.** You must not systematically retrieve personal information, data or other content from our Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

10.6.15. You must not 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.

10.7. Additional activities that are prohibited:

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

The Users of our Platform agree not to:

- 10.7.1.** trick, defraud, or mislead us and other Users, especially in any attempt to learn sensitive information;
- 10.7.2.** circumvent, disable, or otherwise interfere with security-related features of our Platform, including features that prevent or restrict the use or copying of any User Content or enforce limitations on the use of our Platform, Services and/or the User Content contained therein;
- 10.7.3.** disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services;
- 10.7.4.** use any information obtained from our Platform and/or Services in order to harass, abuse, or harm another person;
- 10.7.5.** make improper use of our Platform and/or Services or submit false reports of abuse or misconduct;
- 10.7.6.** use the Services in a manner inconsistent with any applicable laws or regulations;
- 10.7.7.** engage in unauthorized framing of or linking to the Services;
- 10.7.8.** 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 our Platform and/or Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of our Platform and/or Services;
- 10.7.9.** 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'), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms');
- 10.7.10.** interfere with, disrupt, or create an undue burden on our Platform or the networks or services connected to them;
- 10.7.11.** harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you;
- 10.7.12.** attempt to bypass any measures of our Platform and/or Services designed to prevent or restrict access to our Platform and/or Services, or any portion thereof;
- 10.7.13.** copy or adapt the software of our Platform and/or Services including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- 10.7.14.** 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 our Platform or use or launch any unauthorized script or other software;
- 10.7.15.** make any unauthorized use of our Platform and/or Services, including collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited emails by automated means or under false pretences.

You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your access to our

Platform and/or any Services provided to you – with or without further notice to you, and without any refund of amounts paid on account of any such Services.

11. IS USER INFORMATION COLLECTED SECURED?

- 11.1. Please take a moment to review our [Privacy Policy](#) which governs not only Users' visit to our Platform but also details the terms related to the collection of information from all the Users, security measures, access to User data, and the transfer of User information. Rest assured, any personal information or data Users share with us while using our Platform and/or Services is treated with the utmost confidentiality and is strictly handled in accordance with our Privacy Policy as well as applicable data protection laws and regulations. If any User has any objections to the transfer or use of their information, we kindly advise against using our Platform. The privacy and trust of our Users are of utmost importance to us, and we strive to maintain the highest standards of data protection and security.
- 11.2. You agree that by using our Platform and/or Service, you hereby agree to comply with all applicable data protection laws and other security and regulatory compliances in respect of any information that you make available on the Platform or otherwise collect from your Customers. You are responsible for protecting all Personal Information that you receive from or are provided with in connection with your use of the Platform, or any of the Services.

12. IS THE PLATFORM AVAILABLE 24/7?

- 12.1. While we do our best to keep the Platform up and running all the time, we can't promise it will always be perfect. Sometimes, there might be interruptions, delays, or errors, or the Platform might not be free of viruses. If there are any problems, we'll try our best to fix them as soon as possible.
- 12.2. Users need the internet to use the Platform and the Services, and they shall have to cover the costs for that. We won't be responsible for those costs.
- 12.3. Our Platform might not work with every device, software or operating system out there, and sometimes we will need to update it, which might make some parts temporarily unavailable.
- 12.4. We're not liable for any business losses or other indirect losses you might experience while using our Platform and/or Services.
- 12.5. Users are responsible for having the proper internet connection and devices to use our Platform and Services. If Users use wireless devices, they might have to pay extra fees to the mobile network or wifi. And while we try to make sure our Platform and Services work on most devices, we can't guarantee they'll work perfectly on every single one.

13. UNDER WHAT CIRCUMSTANCES MAY MODIFICATIONS AND INTERRUPTIONS OCCUR ON THE PLATFORM?

We reserve the right to change, modify, or remove the contents from the Platform and/or Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Platform. We cannot guarantee that the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to our Platform and/or Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without any notice to Users. Users agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform and/or Services during any

downtime or discontinuance of the Platform. Nothing in these Terms will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

14. UNDER WHAT CIRCUMSTANCES MAY ACCESS TO THE PLATFORM AND/OR SERVICES BE TERMINATED?

- 14.1.** These Terms shall remain in full force and effect while you use the Platform and/or Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES AND/OR PLATFORM (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 OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.
- 14.2.** We reserve the right to deny access to the Platform, terminate accounts, remove content, or disable any features or identifiers (whether chosen by you or assigned by us) at any time, if, in our judgement, any information you provide or actions you take violate the Platform Terms, applicable laws, or governmental policies.
- 14.3.** We reserve the right to suspend or terminate your access to our Platform and/or Services and/or your Account, immediately if you fail to pay any outstanding fees or any such other sum remains unpaid for three (3) days following formal written demand for payment.
- 14.4.** If we terminate or suspend your Account or your access to the Platform and/or Services for any reason, you are prohibited from registering or creating a new Account under your name, a fake or borrowed name, or the name of any third party, regardless of whether you act on their behalf. In addition to suspension or termination, we reserve the right to pursue appropriate legal action, including civil, criminal, and injunctive remedies.
- 14.5.** Upon termination of your Account and/or access, you must immediately discontinue use of the Platform and Services. All licences granted to you under these Terms automatically terminate and you shall automatically forfeit the right to use the Platform.
- 14.6.** We may terminate these Terms by providing written notice to the User if:
 - 14.6.1.** the User fails to remedy a material breach of these Terms within seven (7) days of being notified of the breach;
 - 14.6.2.** the User becomes bankrupt, enters a voluntary arrangement, is in liquidation or receivership, ceases business, threatens to cease business, or is otherwise insolvent.
- 14.7.** You have the liberty to terminate your Account whenever you wish by adhering to the instructions that are clearly outlined on the Platform.
- 14.8.** Sections including Indemnity, Disclaimer, and Limitation of Liability shall survive termination of these Terms.

15. WARRANTIES AND DISCLAIMER

- 15.1.** THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE 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 SERVICES 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 SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES 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 USER ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, AND (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY. 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 SUBSCRIPTION PLAN OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

- 15.2.** Users acknowledge and agree that we act solely as a provider of the Platform and does not engage in or control any communications or interactions between Businesses and their Customers. Any feedback or communication submitted through surveys, feedback forms, or other platform features is strictly between the Businesses and their Customers. We are not a party to these exchanges and does not bear responsibility for any outcomes resulting from such interactions.
- 15.3.** Users acknowledge and agree that we are not liable for any activities, communications, or interactions between Businesses and Customers. We are not responsible for any issues arising from feedback, data sharing, or business activities conducted via the Platform. We shall not be held liable for any claims, damages, or losses arising from User Content, Business Data, or actions taken by Users.
- 15.4.** Users agree that we shall not be held liable for how data collected from Customers through the use of the Services is processed, stored, or utilized by the Businesses. You acknowledge and agree that you, as the data controller, are solely responsible for ensuring that the data is handled in compliance with applicable laws, regulations, and privacy standards. We make no representations or warranties regarding the lawfulness or legality of the use of such data, and we expressly disclaim any liability for any misuse, unauthorized use, or violation of privacy or data protection laws that may arise from the collection, handling, or storage of data by Users.
- 15.5.** While we employ commercially reasonable measures to secure the Platform and protect User Content, we do not guarantee that the Platform will be free from unauthorized access, cyber-attacks, or data breaches. Users are encouraged to implement their own security measures, including data encryption and secure login practices. We will not be liable for any loss or damage caused by security breaches or unauthorized access to Account(s).
- 15.6.** While we do not actively monitor communications or interactions between Businesses and their Customers, we reserve the right to take necessary actions, including but not limited to legal actions, should it receive complaints of misconduct or become aware of any violations of legal obligations.
- 15.7.** Users recognise that utilizing Services and engaging with third-party integration Services through our Platform involves inherent risks. We cannot ensure specific outcomes from such interactions and usage. Therefore, Users assume all associated risks, liabilities, and potential harm that may arise from these interactions. These risks include but are not limited to, misrepresentation of information by third-party services, breaches of warranty or contract, rights violations, and any resulting claims or consequences.

- 15.8. The Services provided by the Company are offered on a non-exclusive basis. You acknowledge and agree that we reserve the right to offer and render our Services to other parties, including your competitors, and are under no obligation to provide Services solely to you.
- 15.9. Users discern that while we strive to provide you with efficient and streamlined Services, there might be some inadequacies due to updates, upgrades, bugs, and other difficulties. Users may reach out to us, and in due time, we will fix the said inadequacies to the fullest of our efforts.
- 15.10. Except as provided in these Terms, no further warranty, condition, undertaking, or term, express or implied, statutory or otherwise as to the condition, quality, performance, or fitness for the purpose of the Services provided in accordance with these Terms is given by us, other than as required by law. All implied warranties are hereby excluded.
- 15.11. We do not recommend the use of the Services for hosting personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.

16. LIMITATION OF LIABILITY

- 16.1. We bear no responsibility for any secondary, resultant, or incidental harm that may occur due to the utilisation or inability to utilise the Platform and/or Services.
- 16.2. In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Platform and/or Services, even if we have been advised of the possibility of such damages.
- 16.3. We shall not be liable for:
 - 16.3.1. unsuccessful transactions, delays, or financial losses due to events beyond our control or third-party services;
 - 16.3.2. the Platform, not meeting individual requirements, containing defects, or causing damage due to cyber attacks or other breaches beyond our control;
 - 16.3.3. internet transmissions not being entirely private or secure; messages may be read by others; and/or
 - 16.3.4. under various legal theories, we shall not be liable for loss of profits, revenue, goodwill, or any indirect or consequential damages arising from the use of the Platform and/or Services. Users should be aware of potential risks in internet transmissions.
- 16.4. You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for our Services to you, and such limitations will apply even if we have been advised of the possibility of such liabilities.
- 16.5. You further agree that neither party shall be liable to the other party for lost profit, lost revenue, incidental, indirect, consequential, special, or punitive damages, except for either party's (i) indemnification obligations, (ii) confidentiality obligations, (iii) breach of applicable laws, (iv) fraud, gross negligence and/or willful misconduct.
- 16.6. **Limitation of Liability for Data Loss:**
 - 16.6.1. You acknowledge and agree that, to the extent permitted by applicable law, the Company shall not be held liable for any Capacity Loss and User Content uploaded, submitted, or transmitted through our Platform and/or Services. We implement robust security measures to protect data; however, we cannot guarantee absolute security.
 - 16.6.2. In the event of data loss, corruption, or breach, the Company will take reasonable steps to restore data from the latest backup. Users understand and agree that it is their responsibility to maintain adequate backups of their data. The Company disclaims any liability for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to data

loss, regardless of whether such damages were foreseeable and whether or not the Company has been advised of the possibility of such damages.

16.6.3. By using our Platform and/or Services, you expressly release the Company from any liability for data loss and agree to indemnify and hold us harmless from any claims, damages, or losses resulting from data loss.

16.7. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In these jurisdictions, Company's liability will be limited to the greatest extent permitted by law.

17. INDEMNIFICATION

Users are solely and exclusively responsible for the utilisation of our Platform and/or Services:

17.1. Users 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 received or suffered by us, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (*including but not limited to*) (1) User contributions; (2) use of the Platform, Services, User Content, and/or Business Data; (3) breach of these Terms; (4) any breach of User representations, warranties, obligations and responsibilities set forth in these Terms; (5) User's violation of the rights of a third party, including but not limited to intellectual property rights; (6) any overt harmful act toward any other User of our Platform with whom User connected via our Platform; (7) any inaccuracies or errors in the results provided by our Platform; (8) Non-compliance with Meta's Terms of Service, privacy policies, or developer guidelines, including any breach of data usage or permissions granted through Meta's APIs; (9) misuse of Meta's services, APIs, or integrations, and resulting liabilities such as service disruptions or breaches; (10) any third-party claims related to data collection, privacy breaches, or misuse of information collected through Meta integration via our Platform; and/or (11) violation of Meta's content policies, including any content posted or transmitted via Meta Platforms through the feedback surveys or communication tools.

17.2. 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 that is subject to this indemnification upon becoming aware of it.

18. DISPUTE RESOLUTION AND GOVERNING LAW

18.1. These Terms shall be construed in accordance with the applicable laws of New Jersey, United States. You expressly acknowledge and agree that we have the right to enforce these Terms against you.

18.2. In the event, a dispute or difference arises in connection with the (i) these Terms, (ii) Privacy Policy, (iii) the access to or use of our Platform and/or Services, the parties to the dispute shall attempt in the first instance to amicably resolve such dispute through mutual consultations.

18.3. If the dispute is not resolved by mutual negotiations within thirty (30) days, the dispute shall be referred to and finally resolved by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules in force on the date of the submission of the request for arbitration (the "**Rules**"), which Rules are deemed to be incorporated by reference into this section.

- 18.4. The number of arbitrators, to be appointed in accordance with the Rules, shall be [REDACTED].
- 18.5. The legal seat of the arbitration shall be [REDACTED], USA, and the language of the arbitration shall be English. The cost of arbitration shall be equally borne by the parties.
- 18.6. The arbitrator's decision shall be final and binding on both parties, and judgment upon the award may be entered in any court having jurisdiction.

OR

- 18.7. If the dispute is not resolved by mutual negotiations within 30 (thirty) days, the dispute shall be referred to and finally resolved by arbitration administered by the Judicial Arbitration and Mediation Services (JAMS) in accordance with its Comprehensive Arbitration Rules or Streamlined Arbitration Rules (as applicable) in force on the date of the submission of the request for arbitration (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Section. The place of arbitration shall be [REDACTED], United States and the language of arbitration shall be English.
- 18.8. The arbitration shall be heard and determined by a single arbitrator, unless otherwise agreed by the Parties or as determined by the JAMS. The arbitrator's award shall be final, binding, and enforceable.

19. MISCELLANEOUS

- 19.1. You understand that we will not be liable to you if we are prevented from, or delayed in, providing the Services due to acts, events, omissions, or accidents beyond our reasonable control ("**Unavoidable Event**"). Where an Unavoidable Event occurs, we will attempt to recommence the provision of the Services as soon as reasonably practicable.
- 19.2. We may assign any or all of our rights and obligations to any person or affiliate entity at any time. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from the Terms and does not affect the validity and enforceability of any remaining provisions.
- 19.3. You acknowledge that there is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms or use of the Services.

20. CONTACT

If you require further information or have any inquiries or concerns regarding the Terms, please do not hesitate to contact us in writing at:

Email: myatomicinputs@gmail.com