

Terms Of Service

WorkiFi

Last update date: August 4, 2025

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THESE “TERMS OF SERVICE”) CAREFULLY.

Welcome, and thank you for your interest in WorkiFi (“WorkiFi” “we,” or “us”). The Services offered by WorkiFi including the platform, our website at <https://www.workifi.com/> (“Website”), any applications for mobile and/or web that we make available for download (each, an “App”) and any other services or resources that are used, accessed or enabled via the Website (collectively with the Website and the Apps, the “Services”) are owned and operated by **TIFIN INDIA AT WORK TECHSUITE SOLUTIONS PRIVATE LIMITED**.

Your use of, access to and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in these Terms of Service or will be presented to you for your acceptance when you sign up to use the supplemental Service or will be provided to you by email and / or notification subsequently. If these Terms of Service are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. These Terms of Service and any applicable Supplemental Terms are referred to herein as the “**Agreement**”.

BY ACCESSING OR USING THE SERVICES IN ANY WAY, INCLUDING BY CLICKING ON AN “I ACCEPT” BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF SERVICE, AND (2) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THESE TERMS OF SERVICE. IF YOU ARE UNDER THE AGE OF EIGHTEEN (18), YOU MAY ONLY USE THE SERVICES WITH THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN. PLEASE BE SURE YOUR PARENT OR LEGAL GUARDIAN HAS REVIEWED AND DISCUSSED THIS AGREEMENT WITH YOU. YOU MAY NOT USE THE SERVICES IF YOU ARE UNDER THIRTEEN (13) YEARS OF AGE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE ANY OF THE SERVICES.**

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ITEMS YOU PURCHASE THROUGH THE SERVICES. WORKIFI MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ITEMS OFFERED FOR SALE ON OR THROUGH THE SERVICES. WORKIFI DISCLAIMS ALL WARRANTIES AS TO THE ITEMS AVAILABLE ON OR THROUGH THE SERVICES. YOU AGREE TO DEAL DIRECTLY WITH THE THIRD-PARTY SERVICE PROVIDER OF ANY GIFT CARDS OR OTHER SERVICES OR ITEMS OF VALUE IN THE EVENT OF ANY DISPUTE, REFUND, CANCELLATION, OR RELATED ISSUE. YOU ACKNOWLEDGE AND UNDERSTAND THAT WORKIFI NEITHER CONTROLS NOR INFLUENCES SUCH THIRD-PARTY SERVICE PROVIDERS. THE TIMELINES FOR RESOLVING ANY DISPUTES ARE DETERMINED SOLELY BY THE RELEVANT THIRD-PARTY SERVICE PROVIDERS, AND WORKIFI BEARS NO RESPONSIBILITY FOR THE SAME.

THESE TERMS OF SERVICE INCLUDE (1) YOUR AGREEMENT THAT OUR LIABILITY REGARDING THE SERVICES IS LIMITED AS STATED HEREIN; (2) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY; (3) YOUR CONSENT TO RELEASE US FROM LIABILITY; (4) YOUR AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE WORKIFI PARTIES (DEFINED BELOW) FOR YOUR USE OF, INABILITY TO USE, OR MISUSE OF THE SERVICES.

PLEASE BE AWARE THAT SECTION 15 (DISPUTE RESOLUTION) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND

FINAL ARBITRATION. YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW.

PLEASE BE AWARE THAT SECTION 1.5 (COMPANY COMMUNICATIONS) OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING VIA E-MAIL, TEXT MESSAGE, CALLS AND PUSH NOTIFICATION.

IF YOU SUBSCRIBE TO ANY SERVICE FOR A TERM (THE “INITIAL TERM”), THEN YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT WORKIFI’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU OPT OUT OF THE AUTO-RENEWAL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY US IN OUR SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of these Terms of Service available on or through the Services and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the “Last Updated” date at the top of these Terms of Service. If we make any material changes, and you have registered with us to create an Account (defined below) we may also send an e-mail or other push notice to you at the last contact information you provided to us pursuant to the Agreement. Any changes to these Terms of Service will be effective immediately for new users of the Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Members (defined below), provided that any material changes shall be effective for Members who have an Account with us upon the earlier of (i) thirty (30) days after posting notice of such changes on the Website; (ii) thirty (30) days after dispatch of an e-mail or other push notice of such changes to Members; or (iii) such Members’ affirmative consent to the updated Terms of Service. We may require you to provide consent to the updated Terms of Service in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Services. Otherwise, your continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SERVICES TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

1. SERVICES.

The Service consists of the Website, the App(s) and any other products and services made available by WorkiFi, which is an AI-powered platform designed to help employees get instant, personalised answers on their compensation, tax, HR policies, and more. It also provides organizations with financial wellness and transparency in the workplace by making payroll and HR insights easily accessible to every employee.

- 1.1. **License to use the Services.** The Services, and the information and content available on the Website and the Apps are protected by copyright laws. Subject to the terms of this Agreement, WorkiFi grants you a limited license to access and reproduce portions of the Services to which you have access for the sole purpose of using such Services for your personal or business purposes. Unless otherwise specified by us in a separate license, your right to use any and all Services is subject to this Agreement.
- 1.2. **License to the App(s).** Subject to your compliance with this Agreement, WorkiFi grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a reasonable number of copies of the Application only on mobile devices, computers, or other compatible devices that you own or control and to run such copies of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple Media Terms of Service, except that such App Store Sourced Application may be accessed, acquired, and used by other accounts associated with the purchaser via Apple’s Family Sharing function, volume purchasing, or Legacy Contacts function. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”) or any other application store, you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

- 1.3. **Updates.** You understand that the Services we provide are evolving. As a result, we may require you to accept updates to any of the Services that you have installed on your computer, mobile device or any other compatible device. You acknowledge and agree that we may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.
- 1.4. **Certain Restrictions.** The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services, including the Website and the Apps; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of WorkiFi; (c) you shall not use any metatags or other “hidden text” using our name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services, to the extent that the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we may choose to grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to this Agreement. WorkiFi, its suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of any Services terminates the licenses granted by us pursuant to this Agreement.
- 1.5. **Company Communications:**
- 1.5.1. **Generally.** By entering into this Agreement or using the Services, you agree to receive communications from us, including via e-mail and/or text message (including via WhatsApp or any other OTT application) and/or notifications. You agree that texts or prerecorded messages may be generated by automatic telephone dialing systems. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning WorkiFi and industry developments.
- 1.5.2. **Text Messages.** The WorkiFi mobile messages service (the “**Message Service**”) allows users to receive SMS/MMS mobile messages by opting-in. Regardless of the opt-in method you use to enroll, you agree that your use of the Message Service is governed by this Agreement. We do not charge for the Message Service, but you are responsible for all charges and fees associated with text messaging imposed by your network service provider. Message and data rates as set by your network service provider may apply. By enrolling in the Message Service, you authorize us to send recurring SMS and MMS mobile messages to the telephone number you specify, and you represent that you are authorized to receive mobile messages at such a number. The messages sent through the Message Service may include multi-factor authentication, marketing messages, promotional messages, advertising messages, and/or any reminders or notifications that you have enabled with respect to your use of the Services, and may be transmitted using an automatic telephone dialing system (“**ATDS**”) or other automated systems for the selection or dialing of telephone numbers. Your consent to receive mobile messages via an ATDS or other automated system is not required (directly or indirectly) as a condition of any use of the Services. Message frequency may vary. Text the keyword **STOP** in reply to any message you receive through the Message Service to unsubscribe at any time, subject to the possible exception that certain administrative or important announcements may still be transmitted which are more transactional in nature. When you opt-out, you agree we may send you an opt-out confirmation message. For Message Service support or assistance, text **HELP** in reply to any message you receive through the Message Service or email us at the contact information provided in Section 17.4. We may change any short code or telephone number we use to operate the Message Service at any time with notice to you. You acknowledge that any messages, including any **STOP** or **HELP** requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honouring requests made in such messages. We and the wireless carriers or network service providers supported by the Message Service are not liable for any failed,

delayed or undelivered messages. If you change your mobile phone number, you agree to opt-out of the Message Service first.

2. REGISTERING YOUR ACCOUNT:

- 2.1. **Registering Your Account.** In order to access certain features of the Services you may be required to become a Member. For purposes of this Agreement, a **“Member”** is a user of the Services who has registered an account (**“Account”**) through a valid email ID provided by your Company. on a social networking service (**“Company ID”**) or email ID through which the user has connected to the Services (each such account, a **“Third-Party Account”**).
- 2.2. **Registration Data.** In registering an Account on the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the **“Registration Data”**); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of India, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of the Services by minors. You may not share your Account or password with anyone, and you agree to notify us immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that any information you provide 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 Services (or any portion thereof). Any information provided by you will be retained on an “as is” basis and WorkiFi is not obligated to verify the accuracy, legality or noninfringement of the same. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by us, or if you have been previously banned from any of the Services. WorkiFi may require you to provide additional information and documents at the request of any competent authority, in order to help WorkiFi comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism, or otherwise in WorkiFi’s sole discretion. WorkiFi may also require you to provide additional information and documents in cases where it has reason to believe that (x) your Account is being used for money laundering or for any other illegal activity; (y) you have concealed or reported false identification information and other details; or (z) transactions effected via your Account were affected in breach of this Agreement. In such cases, WorkiFi, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by WorkiFi and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to any such request from WorkiFi, WorkiFi may refuse to provide any Gift Cards or Services , product, service, and/or further access to the Services, Website or Application to you.
- 2.3. **Access Through a Company ID.** If you access the Services through a Company ID as part of the functionality of the Services, you may link your Account with Third-Party Accounts, by allowing WorkiFi to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to WorkiFi and/or grant WorkiFi access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating WorkiFi to pay any fees or making WorkiFi subject to any usage limitations imposed by such third-party service providers. By granting WorkiFi access to any Third-Party Accounts, you understand that WorkiFi may access, make available and store (if applicable) any Content that you have provided and stored in your Third-Party Account (**“Company ID Content”**) so that it is available on and through the Services via your Account. Unless otherwise specified in the Agreement, all Company ID Content shall be considered to be Your Content for all purposes of the Agreement. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and

through your Account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable, or our access to such Third-Party Account is terminated by the third-party service provider, then Company ID Content will no longer be available on and through the Services. You may have the ability to disable the connection between your Account and your Third-Party Accounts at any time through the applicable Third-Party Accounts. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND WORKIFI DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. WorkiFi makes no effort to review any Company ID Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and WorkiFi is not responsible for any Company ID Content.

- 2.4. **Member Representations and Warranties.** When you register for an Account, you hereby represent and warrant, to and for the benefit of the WorkiFi Parties (as defined below), as follows:
- 2.4.1. **Independent Investigation and Non-Reliance:** You are sophisticated, experienced and knowledgeable in the interaction and use of Artificial Intelligence (“AI”). Additionally, you have conducted an independent investigation of the Services and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing and, in making the determination to purchase services and receiving advice/summery on financial, insurance, loan amongst others, either of which is AI generated or through a professional, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to AI technologies and digital assets generally, are evolving, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may change regulations pertaining to such technologies in the applicable jurisdiction. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, WorkiFi, in determining to enter into this Agreement, and buy/use the Services.
- 2.4.2. **Litigation:** You represent and warrant that there is no legal proceeding pending that relates to your activities relating to the Services provided herein.
- 2.4.3. **Compliance:** You have not failed to comply with, and have not violated, any applicable legal requirement relating to any AI technologies. No investigation or review by any governmental entity is pending or has been threatened against you or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to AI technologies.
- 2.5. **Your Account / Profile.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of WorkiFi.
- 2.6. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection, network service charges or mobile fees, that you incur when accessing or using the Services.
- 2.7. **Relationship of the Parties.** You are an independent contractor and not a partner, joint venturer, agent or employee of WorkiFi, and you will not bind or attempt to bind WorkiFi to any contract. You are not eligible to participate in any of our employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs. Neither this Agreement nor your use of the Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between you and WorkiFi. For the avoidance of doubt, you shall be solely responsible for all tax withholding and other legal and regulatory obligations and WorkiFi shall have no obligation or liability to you in connection with the same.

3. USING THE SERVICES

- 3.1. **Workifi Profile.** Each Member will have access to an electronic system for storage (a “**Digital Profile**”) that is linked to and accessible through their Account (a “**Workifi Profile**”). The Workifi Profile can be used to store digital goods obtained through the Services, including Gift Cards, certificates, awards, assessment, insurance, investments, etc. (each, a “**Digital Goods**”) that may be issued or obtained through the Services. Members may also be able to connect certain third-party digital profiles to the Services in order to transact in, manage, and otherwise interact with Digital Goods. You are solely responsible for any Digital Profile you use in connection with the Services, and Workifi will have no liability to you arising from or related to the same. Access to your Workifi Profile or other digital profile may require the use of a private key, password, or passphrase (“**Access Code**”). Workifi may not have the ability to access your Workifi Profile or other digital profile without your involvement and authority. Your Access Code is unique to you, and shall be maintained by you. If you lose your Access Code, you may lose access to your Workifi Profile or third-party digital profile and any contents thereof. Workifi may not have the ability to recover a lost Access Code. While a Workifi Profile may be interoperable with other compatible platforms, or services, only Digital Goods and other digital goods supported by Workifi that are stored in your Workifi Profile will be accessible through the Services. Digital Goods or other digital goods that have been transferred out of your Workifi Profile to a third-party digital profile may no longer be compatible with the Services, and Workifi makes no representations or warranties, and disclaims all liability, in connection with Digital Goods that have been transferred from a Workifi Profile to a third-party Digital Profile.
- 3.2. **Digital Goods.** The Enterprise offering any Digital Goods shall set forth at point of offer of the terms applicable to each Digital Goods, as well as any goods, services, rights, or Digital Goods Access Services (defined below) to which the purchaser is entitled and any limitations applicable thereto, and such terms shall be viewable in the Workifi Profile. When you receive or purchase a Digital Goods, you agree to comply with any terms, including licenses or payment rights, that are embedded within or otherwise included with such Digital Goods. Unless otherwise expressly set forth at point of sale or point of issuance for such Digital Goods, ownership of a Digital Goods does not convey any right, title, or interest in or to the physical, digital or intangible Content embodied by or linked to such Digital Goods (such Content, “**Digital Goods IP**”).
- 3.3. **Digital Rewards.** Digital Goods may be redeemed for or used to “unlock” various goods, rights, and other privileges on or through the Services, including without limitation unique Enterprise Content not otherwise available to Members (“**Digital Goods Access Services**”). Digital Goods Access Services are offered by the respective Enterprise, and Workifi shall have no liability to you in connection with the same, whether the benefits or privileges are exercisable on the Website or Apps (in the virtual world) or not.
- 3.4. **Transacting on Workifi.** PLEASE READ THIS IMPORTANT INFORMATION ABOUT PROCEDURES FOR TRANSACTING ON WORKIFI CAREFULLY BEFORE USING THE PLATFORM. Workifi reserves the right to obtain, verify, and record information that identifies each person who has Profile on Workifi. When you engage in transactions on Workifi, we may ask for your name, address, date of birth, and other information that will allow us and/or our Payment Processor(s) (as defined below) to identify you. We may also ask for a copy of your driver’s license or other identifying documents. We reserve the right to require you to provide additional information and documents in accordance with Section 2.2 of these Terms of Service. Failure to provide such information upon request, as well as any other violation of this Agreement, may result in your removal from the Services, including a termination of your ability to hold / store Digital Goods and/or loss of access to your Workifi Profile

4. RESPONSIBILITY FOR CONTENT.

- 4.1. **Types of Content.** You acknowledge that all Content shall be the sole responsibility of the party from whom such Content originated. This means that you, and not Workifi, are entirely responsible for all Content that you upload, post, e-mail, transmit or procure (“**Procure**”) through the Services (“**Your Content**”), including Company ID Content, and that you and other Members of the Services, and not Workifi, are similarly responsible for all Content that you and they Procure through the Services (“**User Content**”). User Content includes, without limitation, Enterprise Content.
- 4.2. **No Obligation to Pre-Screen Content.** You acknowledge that we have no obligation to pre-screen Content (including, but not limited to, User Content), although we reserve the right in our sole discretion to monitor, pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat,

text, or voice communications. In the event that WorkiFi pre-screens, refuses or removes any Content, you acknowledge that WorkiFi will do so for our benefit, not yours. Without limiting the foregoing, we shall have the right to remove any Content that violates the Agreement or that we otherwise determine in our sole discretion is objectionable or that an authority or court requires us to remove.

- 4.3. **Storage.** Unless expressly agreed to by us in writing elsewhere, we have no obligation to store any of Your Content that you Procure on the Services. WorkiFi has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which the Services shall enable restriction of access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that we retain the right to create reasonable limits on our use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits as determined by us in our sole discretion.

5. OWNERSHIP

- 5.1. **Services.** Except with respect to Your Content and User Content, you agree that WorkiFi and our licensors own all rights, title and interest in the Services (including but not limited to, any data, pictures, text, computer code, look and feel, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and WorkiFi software). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any of the Services.
- 5.2. **Trademarks.** WorkiFi and all related graphics, logos, designs, service marks and trade names used on or in connection with the Services are the trademarks of WorkiFi (including its affiliates and licensors) and may not be used in whole or part, without permission in connection with your, or any third-party, products or services, in each instance. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners and may not be used in whole or part, without permission from the concerned intellectual property rights holder or owner.
- 5.3. **Your Content.** WorkiFi does not claim ownership of Your Content. However, when you post or publish Your Content on, in, or through the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right in (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.
- 5.4. **License to Your Content.** Subject to any applicable account settings that you select, you grant WorkiFi a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, synchronize, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the Services to you and to our other Members and to improve the Services and develop new products and services. Unless otherwise set forth in a written agreement between you and WorkiFi, WorkiFi does not receive any right or title to any of Your Content that you submit, post, or otherwise share through the Services. Please remember that other Members may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not WorkiFi, are responsible for all of Your Content that you Procure on or in the Services. Any Content posted by you on or through the Services should not contain nudity, violence, sexually explicit, or offensive subject matter as set forth in our then-current Acceptable Use Policy at <https://www.workifi.com> or otherwise as determined by WorkiFi in its sole discretion. You may not Procure a photograph or video of another person without that person’s permission.
- 5.5. **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on the Services, you hereby expressly permit us to identify you

by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

- 5.6. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to WorkiFi through our suggestion, feedback, wiki, forum, or similar pages ("**Feedback**") is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to WorkiFi a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or our business.

6. USER CONDUCT:

As a condition of use, you agree not to use the Services for any purpose that is prohibited by this Agreement or by applicable law.

- 6.1. You shall not (and shall not permit any third party to) (a) take any action or (b) Procure any Content on or through the Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane or otherwise in violation of our then-current Acceptable Use Policy at <https://www.workifi.com/>; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without our prior written consent; (v) impersonates any person or entity, including any employee or representative of WorkiFi; (vi) interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by this Agreement; (vii) attempts to engage in or engages in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services; (viii) executing or causing the execution of any transaction in a Gift Card or Service which involves no material change in the beneficial ownership thereof.
- 6.2. You may only use any User Content, whether as embedded in or otherwise comprising Gift Cards/Services or otherwise available on the Services, in accordance with the terms of this Agreement and with the terms of any additional right or license granted expressly by the Enterprise of such User Content and, in the case of Gift Cards/Services, as set forth at point of sale and solely as applicable to you. In all cases, except as expressly permitted by this Agreement: (i) you may not sell, re-sell, or encumber your rights in any User Content; (ii) you may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any User Content; (iii) you may not edit, change, modify, or create any derivative work of any User Content or assist or encourage any third party to do so; and (iv) you agree that we may terminate all or part of your licenses to User Content at any time for any reason, including for any breach of this Agreement. In the event that we terminate your license to any User Content, you must promptly remove all copies of such User Content in your possession or control, including on any social media platform, and take any other action we reasonably request to assist in locating and removing the User Content, including identifying each recipient of such User Content.

7. ASSUMPTION OF RISK RELATED TO AI TECHNOLOGY AND FINANCIAL SERVICES

You acknowledge and agree that:

- 7.1. You are solely responsible for determining what, if any, taxes apply to your financial transactions or investments made based on information, suggestions, or connections facilitated through WorkiFi. Neither WorkiFi nor any WorkiFi entity is responsible for determining or reporting the taxes that may apply to your financial activities.

- 7.2. WorkiFi provides AI-powered financial insights and connects you to third-party service providers. WorkiFi does not guarantee the availability, accuracy, or performance of such AI-generated outputs or of any third-party services accessed via its platform.
- 7.3. There are inherent risks associated with using AI-driven platforms and engaging in digital financial activities, including, but not limited to: system errors, software or internet disruptions, incorrect or incomplete AI outputs, third-party service failures, unauthorized access to your data, and potential cybersecurity threats.
- 7.4. The legal and regulatory framework governing AI technologies and financial advisory services is evolving. Changes in regulation may materially impact the availability, scope, or legality of the Services offered by WorkiFi.
- 7.5. There are risks associated with relying on automated or AI-generated financial suggestions, including, but not limited to: incorrect assumptions, outdated or incomplete data, errors in user inputs, and recommendations that may not be suitable for your individual financial situation. WorkiFi does not warrant the completeness or suitability of any financial guidance provided and assumes no liability for decisions taken based on such information. You are strongly encouraged to consult with a licensed financial advisor or relevant professional before making financial decisions.
- 7.6. WorkiFi reserves the right to limit, modify, or suspend access to services or features it believes may violate its Terms or applicable law. Under no circumstances shall the temporary or permanent unavailability of any Services or tools be grounds for a claim against WorkiFi.
- 7.7. WorkiFi is not responsible for the services provided, or advice rendered, by third-party financial service providers you may connect with through the platform. WorkiFi does not investigate, endorse, or guarantee the legitimacy, credentials, or performance of such providers. You agree that any interaction, transaction, or agreement with a third-party provider is at your sole discretion and risk. WorkiFi shall have no liability for any loss, damage, or dispute arising out of such engagements.

8. RELEASE.

You hereby release WorkiFi, its parents, subsidiaries, affiliates, officers, founders, directors, shareholders, employees, investors, agents, partners and licensors, but excluding any users (each a “WorkiFi Party” and collectively the “WorkiFi Parties”) and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Services, including but not limited to, any interactions with or conduct of other Members or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of the Services. Without limitation of the foregoing, you expressly release the WorkiFi Parties from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed under this Agreement or otherwise, arising out of or in any way connected with disputes between you and any other user of the Services. To the extent required by applicable law, the foregoing release may not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a WorkiFi Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services, for which such WorkiFi Party shall be solely responsible.

9. INDEMNIFICATION.

You agree to indemnify and hold harmless WorkiFi and the WorkiFi Parties from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any Services; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Members; (e) issuance or attempt to issue Gift Cards/Services on or through the Services; (f) your redemption or attempt redeem Gift Cards/Services on or through the Services; or (g) your violation of any applicable laws, rules or regulations. WorkiFi reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with WorkiFi in asserting any available defences. This provision does not require you to indemnify any of the WorkiFi Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services

provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to the Services.

10. DISCLAIMER OF WARRANTIES AND CONDITIONS.

10.1. As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. THE WORKIFI PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICES. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM YOUR USE OF THE SERVICES INCLUDING WITHOUT LIMITATION: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL PROFILE FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR GIFT CARDS.

(a) WORKIFI PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, INCLUDING WITHOUT LIMITATION TO MALFUNCTION OF ANY HARDWARE OR EQUIPMENT, MAINTENANCE, PERIODIC UPDATES TO OR REPAIR OF THE SERVICES, WEBSITES OR APPLICATION; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(b) ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS OR MODIFICATION THAT RESULTS FROM ACCESSING SUCH CONTENT.

(c) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. WORKIFI MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE SERVICES.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WORKIFI OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) FROM TIME TO TIME, WORKIFI MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT WORKIFI’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

(f) WE DO NOT GUARANTEE THAT ANY GIFT CARDS OR GIFT CARDS ACCESS SERVICES WILL BE AVAILABLE AT ALL TIMES, IN ALL LOCATIONS, OR AT ANY GIVEN TIME, OR THAT WE WILL CONTINUE TO OFFER A PARTICULAR SERVICE, DIGITAL GOODS, OR LIMITED CONTENT FOR ANY PARTICULAR LENGTH OF TIME. WE DO NOT GUARANTEE THAT GIFT CARDS OR GIFT CARDS ACCESS SERVICES WILL BE

INTEROPERABLE WITH OR ACCESSIBLE THROUGH ANY THIRD-PARTY SERVICE PROVIDERS.

(g) YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHAT, IF ANY, TAXES APPLY TO YOUR TRANSACTIONS ON OR THROUGH THE SERVICES. THE WORKIFI PARTIES ARE NOT RESPONSIBLE FOR DETERMINING ANY TAXES THAT MAY APPLY TO SUCH TRANSACTIONS.

(h) THERE ARE RISKS ASSOCIATED WITH USING GIFT CARDS, INCLUDING BUT NOT LIMITED TO, THE RISK OF HARDWARE, SOFTWARE AND INTERNET CONNECTIONS, THE RISK OF MALICIOUS SOFTWARE INTRODUCTION, AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO YOUR INFORMATION. BY CONTINUING TO USE THE SERVICES AND OBTAIN GIFT CARDS, YOU AGREE THAT YOU ARE AWARE OF SUCH RISKS.

(i) THE LEGAL AND REGULATORY REGIME GOVERNING GIFT CARDS, AND NEW REGULATIONS OR POLICIES MAY MATERIALLY ADVERSELY AFFECT THE DEVELOPMENT OF THE SERVICES AND THE UTILITY AND AVAILABILITY OF ANY GIFT CARDS.

(j) GIFT CARDS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE SUPPORTING LEDGER, BLOCKCHAIN, OR ANY OTHER FORM OF RECORDS THAT THE ISSUER MAINTAINS. WE DO NOT GUARANTEE THAT WORKIFI OR ANY WORKIFI PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ITEMS. WE CANNOT AND DO NOT GUARANTEE THAT ANY GIFT CARDS WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL OR REDEEM ANY GIFT CARDS PURCHASED OR OBTAINED THROUGH THE SERVICES.

(k) WORKIFI DOES NOT OPERATE AS A MONEY SERVICE BUSINESS, BROKER, FINANCIAL INSTITUTION, CREDITOR, WALLET PROVIDER, PAYMENTS PROCESSOR OR EXCHANGE, AND DOES NOT MAKE ANY REPRESENTATION TO THE CONTRARY.

(l) WORKIFI DISCLAIMS ANY WARRANTY AS TO YOUR USE OR ACCESS OF YOUR WORKIFI PROFILE AND ANY FUNCTIONALITIES THEREIN.

10.2. No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT WORKIFI PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD WORKIFI PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

(a) WorkiFi makes no warranty that the goods or services provided by third parties will meet your requirements or be available on an uninterrupted, secure, or error-free basis. WorkiFi makes no warranty regarding the quality of any such Goods or services, or the accuracy, timeliness, truthfulness, completeness or reliability of any User Content obtained through the Services.

(b) We are not involved in the actual transaction between Buyers and Sellers or issuers and recipients or enterprise and Users. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of Items advertised, the truth or accuracy of User Content or listings, the ability or capacity of Sellers to sell Goods, the ability or capacity of Buyers to pay for Goods, or that Buyer or Seller will actually complete a transaction.

(c) We do not transfer legal ownership of or intellectual property rights in any Goods from the Seller to the Buyer. Further, we cannot guarantee continuous or secure access to the Services and operation of the Services may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

10.3. No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT WORKIFI DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES. WORKIFI MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WORKIFI MAKES NO WARRANTY REGARDING THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICES.

10.4. Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party. You agree that it is impossible for WorkiFi to monitor such materials and that you access these materials at your own risk.

11. LIMITATION OF LIABILITY.

11.1. **Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL WORKIFI PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT WORKIFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (e) YOUR USE OF GIFT CARDS OR ANY OTHER ITEMS OF VALUE; (f) YOUR PERUSAL OF THE WEBSITE, APPS OR ANY OTHER PART OF THE SERVICES; OR (g) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

11.2. Cap on Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WORKIFI'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO INR 1000 (RUPEES ONE THOUSAND ONLY). IN NO EVENT SHALL WORKIFI BE LIABLE FOR ANY AMOUNT EXCEEDING SUCH TOTAL.

11.3. User Content. EXCEPT FOR WORKIFI'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN WORKIFI'S PRIVACY POLICY (AVAILABLE AT <https://www.workifi.com/>), WORKIFI ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT, USER CONTENT, OR GIFT CARDS), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

11.4. Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11.5. Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN AND THE CONSIDERATION BETWEEN US AND YOU.

12. MONITORING AND ENFORCEMENT.

- 12.1. WorkiFi reserves the right to: (a) remove or refuse to post any of Your Content for any or no reason in our sole discretion; (b) take any action with respect to any of Your Content, use or access of the Services, that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for WorkiFi; (c) 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; (d) take appropriate legal action, including without limitation, referral to law enforcement, or assist by providing information for a valid law enforcement request for any illegal or unauthorized use of the Services; and/or (e) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.
- 12.2. If we become aware of any possible violations by you of the Agreement, we reserve the right to investigate such violations. If, as a result of the investigation, we believe that criminal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. WorkiFi is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including Your Content, in our possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce the Agreement, (iii) respond to any claims that Your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of WorkiFi, its Members or the public, and all enforcement or other government officials, as WorkiFi in its sole discretion believes to be necessary or appropriate.

13. TERM AND TERMINATION.

- 13.1. Term. The Agreement commences on the date when you accept these Terms of Service (as described in the preamble above) and remain in full force and effect while you use the Services, until the same is terminated either by you or by your Company.
- 13.2. Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced, on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted these Terms of Service, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.
- 13.3. Termination of Services by You. If you want to terminate the Services provided by WorkiFi, you may do so by (a) notifying us at any time and (b) closing your Account for all of the Services that you use, provided, however, that notwithstanding any such termination and for the avoidance of doubt, the terms of this Agreement shall continue to apply with respect to any Gift Cards issued or obtained hereunder. Your notice should be sent, in writing, to our address set forth below.
- 13.4. Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases, including without limitation any access to Gift Cards. WorkiFi will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content, which may not be retrievable from then on. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, dispute resolution, warranty disclaimers, and limitation of liability.

14. INTERNATIONAL USERS.

The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that WorkiFi intends to announce such Services or Content in your country, and WorkiFi makes no representations that the Services are appropriate or available for use in your country. Those who access or use the Services do so at their own volition and are responsible for compliance with local law.

15. DISPUTE RESOLUTION

- 15.1. All grievances can be resolved as per the grievance redressal mechanism of Workifi as per the regulatory guidelines. All and any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration by a sole arbitrator to be mutually appointed by the parties in Mumbai in accordance with the provisions of the Arbitration Rules of the Mumbai Centre for International Arbitration (“MCIA”) for the time being in force at the commencement of the arbitration, MCIA Rules are deemed to be incorporated by reference in this clause. The Courts in Mumbai alone shall have jurisdiction over all disputes arising out of or in respect of this arrangement. The client consents to the jurisdiction of the courts located in Mumbai, India in this regard
- 15.2. Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief
- 15.3. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with WorkiFi.

16. THIRD-PARTY SERVICES

16.1. Third-Party Payment Processing.

Payment processing for the Services will be performed by our third-party payment processors (each, a “Payment Processor”) (e.g., card acceptance, merchant settlement, digital wallet management, and related services). Your use of the Services and the payment processing provided by the Payment Processor is subject to your agreement(s) with the applicable Payment Processor, as may be modified from time to time (collectively, the “Payment Processor Agreement”). As a condition of using the Payment Processor’s services, you must provide accurate and complete information, and you authorize us to share this information with the Payment Processor “as is” and to charge your payment method for all amounts due under this Agreement. All bank, credit card, or other payment information is sent directly to and stored with the Payment Processor using its security protocols. WorkiFi does not store your fiat payment information and is not responsible for the safety or security of such information. Your use of the Payment Processor’s services is conditioned on your compliance with the Payment Processor Agreement. If that agreement is terminated, your use of the Services may be suspended or terminated. We may change or add Payment Processors at any time with notice to you, and such new services may be subject to additional terms.

16.2. Third-Party Websites, Applications, Service Providers, and Ads.

The Services may contain links to third-party websites (“Third-Party Websites”), applications (“Third-Party Applications”), advertisements for third parties (“Third-Party Ads”), and may also allow you to interact with or receive services from third-party **service providers**, including those offering financial or related services (“Third-Party Service Providers”). When you click on a link to, or interact with, any Third-Party Website, Application, Ad, or Service Provider, you acknowledge and agree that:

- You are subject to the third party’s terms and conditions (including privacy policies and other legal terms);
- Such services and content are not under the control of WorkiFi;
- WorkiFi does not review, approve, monitor, endorse, or make any representations or warranties regarding such third parties, including any products or services provided in connection therewith.

WorkiFi provides access to these third-party resources solely for your convenience. You assume all risk when accessing or using Third-Party Websites, Applications, Ads, or engaging with Third-Party Service Providers. WorkiFi shall not be responsible for any damages or losses resulting from such use. You are advised to review the applicable terms, policies, and practices of any third party before engaging in transactions or sharing information.

16.3. Accessing and Downloading the App from the Apple App Store.

The following terms apply to any application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”):

(a) You acknowledge and agree that (i) this Agreement is concluded solely between you and WorkiFi, and not with Apple, and (ii) WorkiFi, not Apple, is solely responsible for the App Store Sourced Application and its content. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the App Store Sourced Application.

(c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price to you (if applicable). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the App Store Sourced Application. All other claims, losses, liabilities, or damages are WorkiFi’s responsibility.

(d) You and WorkiFi acknowledge that Apple is not responsible for addressing any claims by you or any third party relating to the App Store Sourced Application or your possession and use thereof, including, but not limited to: (i) product liability claims; (ii) claims regarding failure to comply with legal or regulatory requirements; and (iii) claims under consumer protection or similar laws.

(e) In the event of any third-party claim that the App Store Sourced Application or your possession and use of the Application infringes that third party’s intellectual property rights, WorkiFi (not Apple) will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.

(f) You and WorkiFi acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of this Agreement as it relates to your license of the App Store Sourced Application, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

(g) Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms when using the App Store Sourced Application, including those of **Third-Party Service Providers** offering financial or other services via the WorkiFi app.

17. GENERAL PROVISIONS.

- 17.1. **Electronic Communications.** The communications between you and WorkiFi may take place via electronic means, whether you visit, use or access the Services or send WorkiFi e-mails, or whether WorkiFi posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.
- 17.2. **Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- 17.3. **Force Majeure.** WorkiFi shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, earthquakes, floods, pandemics, epidemics, geographic restrictions, major instability or disconnection from the internet, accidents, strikes or shortages of transportation facilities, fuel, energy, labour or materials.
- 17.4. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please contact us at connect@workifi.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.
- 17.5. **Exclusive Venue.** Subject to Arbitration as per section 18, to the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and we agree that all claims and disputes arising

out of or relating to the Agreement will be litigated in the state or federal courts located in New York, NY, and you submit to the jurisdiction of these courts to the exclusion of all other courts or venues.

- 17.6. **Choice of Language.** It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.
- 17.7. **Notice.** Where WorkiFi requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required / permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the following address: 601, Pinnacle House Plot No 604, TPS III, Bandra, P.D. Hinduja Road, Bandra West, Mumbai, 400050; TIFIN INDIA AT WORK TECHSUTTE SOLUTIONS PRIVATE LIMITED. Such notice shall be deemed given when received by WorkiFi by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
- 17.8. **Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 17.9. **Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.
- 17.10. **Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

