

## Terms of service

Krayadotshop Private Limited (the “Company”) operates a web/mobile application, “Kraya”, operates a website <https://kraya.shop/>. The App and the Website shall be together referred to as the “Platform”. These terms and conditions (“Terms”) govern the use of or access to the Platform and the Services (as defined below).

This document is an electronic record in terms of the Information Technology Act, 2000 and the rules there under as applicable. These Terms constitute a binding and enforceable legal contract between the Company and a User (as defined below) or any end user of the Services (collectively, “you”). You represent and warrant that you (a) have full legal capacity and authority to agree and bind yourself to these Terms, (b) are 18 (eighteen) years of age or older, and (c) are an Indian resident. If you represent an entity, organization, or any other legal person, you confirm and represent that you have the necessary power and authority to bind such entity, organization, or legal person to these Terms.

These Terms also include our privacy policy, available at (“Privacy Policy”) and any internal guidelines, supplementary terms, policies, or disclaimers made available or issued by us from time to time. By continuing to access or use the Platform, or any Service on the Platform, you signify your acceptance of the Terms.

The Company reserves the right to make changes to these Terms by posting the new/updated version and your continued use and/or non-deletion of the Platform shall indicate your agreement to such changes. Accordingly, we encourage you to kindly continue to review the Terms whenever accessing or using the Platform so as to be abreast with the changes that we may be carrying out to these Terms.

By using the Services, you agree that you have read, understood, and are bound by these Terms, and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access the Platform or use the Services.

### Services

Krayadotshop Private Limited (“Kraya”) provides and operates online websites at <https://kraya.shop/> (the “Site”), operates applications, such as Kraya (the “App”) (collectively the “Services”). People use our Services to shop for products discovered through entertaining content created by their favourite sellers. Our Services allow You to shop and discover products through entertaining content created by thousands of social sellers (individuals and entities with websites, blogs, social media presence, agents or agencies, digital publishers and other content platforms). As a registered user of the App, you can also find, follow, and shop influencer content directly in the App. Users can also shop influencer content directly via our Sites. We may also provide emails of content and Influencers that may interest you. Our Services create technological and commercial relationships between third-party retailers, advertisers and other businesses (“Merchants”), individuals and entities with websites, blogs, social media presence, agents or agencies, digital publishers and other content platforms (“Influencers”) and consumers (“You”, “Your” and “Users”). Our Services create a free, fun and convenient shopping experience for you while facilitating sales and marketing of Merchant products and services (collectively, “Products”).

Changes to this Agreement apply to your use of our Services after the effective date. Kraya may change this Agreement, our Privacy Policy or our Cookie Policy at any time. Kraya will notify You of a change through our Services, such as when You next log in, or by other means. The new terms may be displayed on-screen and You may be required to read and accept them to continue Your use of the Apps or Sites. You may close your account and/or discontinue using our Services. You acknowledge that continued use of our Services after we post or send notice of the changes means that you agree to the new terms and that your personal data is subject to any updated policies.

We may change, suspend, or terminate your use of the Services at our discretion. Kraya may change, suspend or terminate your use of the Services with or without cause or notice to You, including, without limitation, if Kraya believes that you have violated or acted inconsistently with the Agreement. In the event of termination, all your representations, warranties, indemnifications, and promises shall survive. Furthermore, sections 14-20 will continue to govern any claim or dispute. We may, but do not promise to store or keep any content that you have provided, liked or posted. Kraya SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY(S) FOR ANY LOSS OR DAMAGE THAT IS CAUSED BY OR ARISES FROM OR IN CONNECTION WITH ANY SUCH DISCONTINUATION OF SERVICES (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, REFUNDS, LOST PROFITS, LOST OPPORTUNITIES, MONETARY DAMAGES, DISRUPTION IN OR LOSS OF SERVICE, OR LOSS OF CONTENT).

#### Access to Our Services

##### ELIGIBILITY

To use our Services, you must (1) be at least 18 years of age and (2) be either old enough to lawfully enter into this Agreement yourself or have your parent or legal guardian do so. THE SERVICES ARE AVAILABLE ONLY TO INDIVIDUALS AGED 18 YEARS OF AGE OR OLDER. IF YOU ARE 18 OR OLDER, BUT UNDER THE APPLICABLE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE, THEN YOU AGREE TO REVIEW THIS AGREEMENT WITH A PARENT OR LEGAL GUARDIAN TO MAKE SURE YOU AND YOUR PARENT OR LEGAL GUARDIAN UNDERSTAND AND AGREE TO THIS AGREEMENT. IF YOU ARE THE PARENT OR LEGAL GUARDIAN AGREEING TO THE AGREEMENT FOR YOUR CHILD OVER 18 YEARS OF AGE, THEN YOU AGREE ON YOUR CHILD'S BEHALF AND FURTHER AGREE AND ACCEPT FULL RESPONSIBILITY FOR YOUR CHILD'S USE OF THE SERVICES. Kraya DOES NOT ENCOURAGE, SOLICIT, OR PERMIT VISITORS TO THE SERVICES WHO ARE UNDER THE AGE OF 18.

##### REGISTRATION

You agree to provide certain information to set up your account. As part of the registration process, you will select a username and password and may provide certain information. You hereby consent to our access to and collection of such personal information about you. By registering for the Services, you hereby authorize Kraya to send you emails and other communications. You agree to protect your password and not share your account with others. You are solely responsible for maintaining the confidentiality of your username and password. You may not authorize others to use your account, and you may not share, assign or otherwise transfer your account or login information to any other person or entity. You are responsible for any and all activities that are conducted through your account. Kraya shall be entitled to assume

that a user presenting your username and password is, in fact, you. You agree to notify Kraya immediately of any unauthorized use of your account. Kraya shall have the right at any time to change, modify or amend your username and password. You agree to provide correct information and keep it updated. You agree to only use our Services for personal reasons and not, for example, to compete with us. You represent and warrant that the information you provide to Kraya is accurate, true, not confidential, and not in violation of any contractual obligations or other third-party rights. You agree that it is your responsibility to keep your information accurate and updated. You represent and warrant that you are not a competitor of Kraya and are not using the Services in competition with Kraya. You further represent and warrant that you are using the Services solely for personal reasons and that you are not an attorney or an agent of an attorney conducting an investigation to a potential claim related to the Services, any materials available through the Services, or Kraya.

#### UPDATES

We may provide you updates from time to time and may require you to use the most updated version. Kraya shall have the right in its sole discretion to substitute, replace, modify, update or upgrade ("updates") the Services as Kraya deems advisable; and, all such updates shall be incorporated in and subject to this Agreement and shall be the exclusive property of Kraya. If Kraya shall provide you with any updates, you will be required to utilize such a version. Kraya will only be required to support the most recent and current version provided to you. Depending on the update, You may not be able to use the Apps until You have downloaded the latest version and accepted any new terms that may apply. In case of a conflict between this Agreement and other terms provided with respect to updates, such other terms will prevail. This section will not require Kraya to deliver new features and functionality nor any future products which may be offered.

#### SUPPORT

We may provide user support. Kraya reserves the right at any time to discontinue, cancel, or modify the technical support provided, if any.

#### MESSAGES

You agree to receive messages from us, including marketing materials. You agree to receive messages, including notices and marketing materials, through the Services or through your contact information, such as email. It is your responsibility for ensuring that Kraya has your current email address at all times. Any notice sent to you via such email address by Kraya shall be deemed given, received, and read by you, whether or not it actually is received and/or read.

#### AUTOMATED PROCESSING

We may provide relevant content to you and others based on automated processing. Our Services include making suggestions for content that may be interesting to you and others. We use the data you provide and the data we have about other users, to make these recommendations.

#### Rights and Restrictions on Use

##### WARNINGS; DISCLAIMERS

Our Services include content from third parties such as Influencers and Merchants, which we do not control. We disclaim any liability for such content. You understand that Kraya does not accept any liability whatsoever for any harm that might result from any statements presented on the Services, including statements and opinions on the Services, products viewed via the Services,

or third-party advertisements or services posted or linked through the Services. You understand that any statements by Kraya, its employees, agents, and affiliates are provided for informational purposes only. Kraya reserves the right to discontinue the Services or to change the content of the Services in any way and at any time, with or without notice to you, and without liability. Kraya makes no predictions, warranties, or guarantees, express or implied, about the quality of any of the products or services advertised, offered, or provided by any Merchant, statements made by any Influencer, or other individual, company, or service provider utilizing the Services or featured on the Services and assumes no liability related thereto.

#### RESTRICTIONS ON YOUR USE

You agree not to copy our Services, circumvent our security, or otherwise engage in prohibited conduct. You agree that systematic retrieval of data from the Services to create or compile directly or indirectly, in whole or in part, a collection, compilation, database or directory without the express written permission of Kraya is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein. You may not engage in the practices of “screen scraping,” “database scraping,” or any other practice or activity the purpose of which is to obtain lists of users, portions of a database, or other lists or information from the Services, in any manner or in any quantities not authorized by Kraya. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Kraya or its affiliates without prior express written consent. You may not use any meta tags or any other “hidden text” utilizing Kraya’s name or trademarks without our express written consent. You agree that you will not use any device, software or routine to bypass any code which may be included to prevent you from breaching the obligations in this Section or to interfere or attempt to interfere with the proper working of the Services. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our or our host’s infrastructure. You agree that you will not knowingly provide false information to sabotage or otherwise negatively affect the Services. You agree you will not reverse engineer, disassemble or decompile any Kraya prototypes or software, nor any other systems, information, materials or objects which are provided to you or to which you are granted access hereunder. You agree to be bound by any application, forum, or specific rules published within the Services.

#### YOUR REPRESENTATIONS AND WARRANTIES

You own all of your Content. You represent, warrant and agree that you are the exclusive owner of your Content and/or you have all rights, licenses, consents and releases necessary for the Content that you make available on the Services, including the right to grant all of the rights and licenses in this Agreement without Kraya incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by you. You further represent, warrant and agree that your Content does not infringe, misappropriate or violate a third party’s intellectual property rights, a third party’s rights of publicity or privacy, or any other law or regulation.

#### YOUR LICENSE TO Kraya

You grant us a non-exclusive license to use your Content. You grant to Kraya a non-exclusive, perpetual, worldwide, royalty-free license to use, host, store, transmit, reproduce, distribute, sublicense, modify, create derivative works, communicate, publish, publicly perform, publicly display, archive, and otherwise use and exploit such Content, in whole or in part, in any manner, medium, or form, whether now known or hereinafter devised, as Kraya sees fit in its sole discretion, and includes without limitation use for the purpose of operating, promoting, and improving the Services. Without limiting the above, you grant to Kraya the right to syndicate your Content for any purpose, including without limitation the right to use such syndicated Content to

promote the Kraya brand. You further grant to Kraya all rights necessary to facilitate your use of a third party's site, app or services that require syndication or other use of your Content in connection with Kraya.

#### WARNINGS; DISCLAIMERS

If you choose to share content through the Services in areas that others can view, copy, and use, then you do so at your own risk. Kraya IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, THE USE OR DISCLOSURE OF ANY INFORMATION, COMMUNICATION, OR CONTENT THAT YOU VOLUNTARILY SUBMIT THROUGH THE SITES OR ANY OF THE APPS IN AREAS THAT OTHERS CAN VIEW, COPY AND USE.

#### Inappropriate Content.

You agree not to post or behave inappropriately. We reserve the right to determine if a post or act is offensive. You may not post inappropriate Content in connection with the Services.

Inappropriate Content includes anything Kraya, in its sole discretion, determines to be offensive or inappropriate for inclusion or use on the Services. It includes, without limitation, Content that:

impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with any person or entity, or creates a false identity for purposes of misleading others;

promotes or contains material that is illegal, harmful, threatening, abusive, harassing, false, misleading, tortious, defamatory, vulgar, obscene, libelous, sexually explicit, violent, invasive of another's privacy, hateful, discriminatory based on race / sex / religion / nationality / disability / age / sexual orientation, or otherwise objectionable;

infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; you do not have the right to disclose under contract or applicable law;

contains software viruses or any other technology designed to interrupt, destroy or limit the functionality of the Services;

involves the transmission of "junk mail", "chain letters" or unsolicited mass e-mails — "spam";

uses automated scripts or other technology to collect information from or otherwise interact with the Services or other users without their consent;

engages in advertising or other solicitation activities such as pyramid schemes, contests, or sweepstakes;

includes other people's personally identifying information or other confidential information, such as credit card numbers, Social Security numbers, license numbers, passwords, phone numbers, addresses, and email addresses; or

Violating this Agreement may lead to you being immediately and permanently banned, with notification to your Internet Service Provider if deemed necessary.

#### Links to Other Sites, Networks, Platforms, and Apps

Your decision to access Linked Technologies is at your own risk. We are not responsible for third party activities. The Services may contain links to third party sites, networks, platforms or apps ("Linked Technologies"), including advertisers. However, please be aware that Kraya is not responsible for and cannot control the terms of service or privacy policies of such other Linked Technologies. We encourage you to be aware when you leave the Services, and to read the applicable agreements for each and every Linked Technologies. The Agreement applies solely to these Services. Kraya is not responsible for and makes no representations or warranties regarding Linked Technologies, including without limitation, the content, accuracy, opinions,

functionality, or services provided in such Linked Technologies. Inclusion of any Linked Technologies on the Services does not imply approval or endorsement by Kraya. If You decide to access any Linked Technologies, then You do so at your own risk.

#### Ownership of Intellectual Property.

We own our intellectual property and only provide you a limited license to use our Services per this Agreement. You do not acquire any ownership rights by using our Services. Unless otherwise specified, all materials that are part of the Services are owned, controlled, or licensed by Kraya and are protected by law from unauthorized use. The entire contents of the Services are protected under copyright, patent, trademark, and/or other intellectual property laws. Kraya, the Kraya logos, and all designs are trademarks and/or trade dress of Kraya and may not be used without the express written permission of Kraya. All other trademarks appearing on the Services are the property of their respective owners. You do not acquire any ownership rights by using the Services or downloading material from or uploading material to the Services. You agree not to (and shall not allow any third party to) reproduce, distribute, publish, prepare derivative works, publicly perform, publicly display, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer or exploit any right in the Services, in whole or in part, except as expressly permitted herein. The limited licenses granted herein do not constitute a sale of the Apps or Sites, or any portion or copy thereof. RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY Kraya. You agree to only use the Apps and Sites as expressly permitted herein.

#### Disclaimer Of Warranties

You expressly agree that use of and access to the Services or any Content is at your sole risk. The Services are provided on an "as is" and an "as available" basis. We do not make, and hereby disclaim, any representations or warranties regarding the Services. Content offered through the Services or any portion thereof, express, implied or statutory, including (without limitation) implied warranties of merchantability, fitness for a particular purpose, title, non-infringement of third party rights, or any warranties arising by the course of dealing or custom of trade. We make no representation or warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, error-free, virus-free, or otherwise secure basis.

#### Limitation Of Liability

To the maximum extent permitted by applicable law, neither Kraya, its licensors, suppliers, partners, affiliates or third-party service providers shall be liable to you or any third party for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or any other form of damages in any manner arising out of or in connection with this Agreement or your use of the Services or any Content, regardless of the form of action or the basis of the claim or whether or not we have been advised of the possibility of such damages.

#### Indemnity

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of

litigation or proceedings) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions of this Agreement and/or (b) your use of the Services. We may, in our discretion, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. Kraya reserves the right, at its own expense and on notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

#### Choice Of Law And Consent To Jurisdiction

This Agreement is governed by the laws of India, without regard to its conflicts of law provisions; and you hereby consent to the exclusive jurisdiction of courts in New Delhi, India with respect to all disputes arising out of or relating to the Services. In addition, you hereby consent to the exclusive jurisdiction of and venue in such courts for any action commenced by you against us (or our affiliates).

#### Termination/ Cancellation

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.