NAVYOR TERMS OF SERVICE

Navyor provides an AI-powered platform for interior design and project management, enabling users—subject to account eligibility, location, subscription tier, and platform version—to create and manage interior projects, upload room photographs, floor plans, product imagery, and related files, and utilize automated tools to analyse interior spaces and generate design visualisations. Furthermore, the Services allow users to discover, evaluate, and manage products and SKUs, construct and export bills of quantities (BOQ) and administrative project documentation, connect and collaborate with designers, suppliers, contractors, and third-party ecosystem participants, submit requests for quotations, and place or track orders where such functionality is enabled. Navyor reserves the right to modify, limit, or update these features and platform functionalities at its sole discretion at any time.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Platform Description, Scope of Services, and Dynamic Functionality

Navyor operates a proprietary, artificial intelligence-driven software-as-a-service platform tailored for interior design visualization, space planning, procurement, and end-to-end project management. Subject to account authorization, platform availability, and subscription parameters, the Services provide users with integrated technological capabilities, including without limitation:

- **Project Lifecycle Management:** The creation, configuration, administration, and execution of interior design and structural project environments;
- **Spatial Data Ingestion:** The uploading, hosting, processing, and storage of architectural assets, including high-resolution imagery, room dimensions, vector floor plans, and material specifications;
- **Automated Spatial Analysis:** The computational evaluation and architectural assessment of residential, commercial, or institutional interior environments;
- **Generative AI Visualizations:** The processing and rendering of synthetic, artificial intelligence-assisted design concepts, spatial layouts, and dynamic visual representations;
- **Product Cataloging and SKU Management:** The discovery, indexing, evaluation, and organizational management of interior furnishings, raw materials, fixtures, and Stock Keeping Units (SKUs);

- **Documentation and Estimation:** The automated compilation, generation, and tracking of detailed Bills of Quantities (BOQ), material schedules, budget forecasts, and associated project documentation;
- **Ecosystem Networking:** The facilitation of discovery, communication, and operational workflows between users and external third-party interior designers, suppliers, contractors, trade manufacturers, and industry professionals;
- **Commercial Inquiries:** The issuance, routing, and management of requests for quotations (RFQs), commercial estimates, and preliminary proposals;
- **Order Facilitation:** The processing, routing, tracking, and management of procurement orders where transactional functionality is explicitly enabled; and
- **Supplementary Platform Utilities**: Access to continuous updates, dynamic feature additions, spatial planning algorithms, and project management tools deployed by Navyor from time to time.

The specific suite of features, functionalities, and technical limits accessible to you may vary based on your geographical jurisdiction, user account classification, active subscription tier, or the specific version of the platform deployed.

2. Eligibility and Authority

2.1 Account Information. You covenant, represent, and warrant that all information submitted during account registration and throughout your use of the Services is true, accurate, current, and complete. You agree to promptly update such information as necessary to maintain its ongoing accuracy and completeness.

2.2 Compliance with Laws. You represent and warrant that your access to and use of the Services complies with all applicable local, state, national, and international laws, treaties, and regulations. You assume sole responsibility for ensuring that your access to and utilization of the Services is legally permissible within your jurisdiction.

2.3 Organizational Authority. If you register for, access, or use the Services on behalf of a corporation, partnership, limited liability company, design practice, supplier, or other legal entity, you represent and warrant that:

- (a) you are duly authorized to accept these Terms on behalf of such entity;
- (b) you possess the requisite legal power and authority to bind said entity to these Terms; and

- (c) all references to “you” or “your” throughout these Terms shall collectively refer to both you individually and the entity on whose behalf you act.

3. Account Registration, Security, and Prohibited Conduct

3.1 Account Registration: Access to and use of certain features, functions, and components of the Services are contingent upon the creation and maintenance of an active user account (“Account”). Registration requires the provision of valid, verified credentials, which may include an authorized email address and password combination or authentication via an approved third-party single sign-on (SSO) provider (e.g., Google Sign-In).

3.2 Credential Security and Responsibility: You are solely responsible for safeguarding and maintaining the strict confidentiality of your Account credentials. You acknowledge and agree that you are fully liable and responsible for all actions, omissions, transactions, and activities that occur under or through your Account, whether or not expressly authorized by you.

3.3 Notice of Security Breach: You agree to notify Navyor immediately in writing upon becoming aware of, or reasonably suspecting, any unauthorized use, compromise, breach of security, or disclosure of your Account credentials or Account access.

3.4 Prohibited Account Conduct. Without limiting any other provision herein, you covenant and agree that you shall not, directly or indirectly:

- **Impersonation:** Impersonate any natural person or legal entity, or register, maintain, or operate an Account utilizing the name, identity, credentials, or personal information of another person or entity without express, verified legal authorization;
- **Unauthorized Transfer or Sharing:** Sublicense, assign, transfer, sell, share, or otherwise permit third parties to access or use your Account or credentials, except as expressly permitted under these Terms or an applicable enterprise license agreement;
- **Bypassing Security:** Circumvent, disable, breach, compromise, or otherwise interfere with any security features, authentication protocols, digital rights management, rate limits, or access controls governing the Services;
    - **Unauthorized Access:** Access, tamper with, or attempt to access or compromise the Account, credentials, or private data of any third-party user; or
    - **Fraudulent Information:** Submit, transmit, or maintain any false, misleading, inaccurate, deceptive, or fraudulent information during the registration process or in any subsequent interaction with or administration of your Account.

4. User Content, Intellectual Property Covenants, and Marketplace Governance

a. **Continuing Representations and Warranties of Title:**
The User warrants and represents on a continuing basis that they possess all requisite legal titles, unencumbered ownership rights, commercial licenses, statutory authorizations, and copyright clearances necessary to lawfully upload, submit, transmit, or introduce architectural drawings, CAD files, spatial floor plans, room photographs, dimensional metadata, textual prompts, and design specifications (collectively, "User Content") across the Services.

b. **Covenants Against Prohibited and Infringing Submissions:**
The User strictly covenants that no User Content uploaded or routed through the platform shall infringe, misappropriate, or violate any patent, copyright, design right, trademark, trade dress, trade secret, moral right, or any proprietary intellectual property entitlement of any third party, nor shall it breach applicable publicity or statutory privacy protections.

c. **Verifiable Rights Holder and Property Authorization:**
The User expressly represents that all submitted room photography, interior structural representations, and architectural layouts are submitted with the verifiable consent and authorization of the underlying real property owner, developer, architect, or structural rights holder.

d. **Prohibition of Illicit, Defamatory, and Destructive Payloads:**
The User shall not ingest, transmit, or disseminate any User Content that contains illicit, defamatory, obscene, blasphemous, ethnically objectionable, or otherwise unlawful material, nor shall the User introduce malicious digital architecture, including viruses, trojan horses, executable worms, logic bombs, automated scrapers, or security-circumventing code.

e. **Harmonized Grant of Global Operational and Computational License:**
To resolve any inconsistency between this Policy and the Company's Terms of Service, the User hereby grants to the Company, its corporate affiliates, assigns, lawful successors, and contracted sub-processors a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, transferable, and sub licensable license to host, store, cache, reproduce, adapt, reformat, translate, analyze, index, and computationally process such User Content.

f. **Permitted Scope of Processing and Service Execution:**
The operational scope of the license granted under Point 5 is exercisable strictly to ingest, execute, and deliver core computer-vision indexing, automated layout assembly, and generative artificial intelligence rendering workflows invoked by the User, including routing necessary data payloads across authorized third-party API sub-processors.

g. **Permitted Model Refinement and Algorithmic Optimization:** The Company is expressly licensed to utilize submitted design assets, prompts, and system outputs to train, calibrate, evaluate, test, and optimize its proprietary machine-learning architectures, neural networks, computer-vision algorithms, and platform engines, subject strictly to technical de-identification, aggregation, and data minimization safeguards.

h. **Reservation of Limited Underlying Title, Irrevocable Waiver of Proprietary Claims, and Estoppel:**

Subject strictly to the perpetual, irrevocable, royalty-free operational, computational, and developmental licenses granted to NAVYOR herein, the Business User retains bare original copyright in its raw, unintegrated User Content. However, the Business User expressly, irrevocably, and unconditionally agrees, covenants, and warrants that:

- **Estoppel Against Platform Works and Derived Assets:** The Business User shall not assert, initiate, prosecute, or maintain—at any time, whether now or in the future, before any judicial, arbitral, administrative, or regulatory authority—any claim, demand, action, or proceeding asserting proprietary right, legal or equitable ownership, title, copyright interest, patentability, design right, or royalty entitlement in or to:

  - Any machine-learning weights, algorithmic improvements, trained models, computer-vision engines, generative outputs, or platform indexing architectures developed, fine-tuned, or derived by NAVYOR using or referencing such User Content;
  - Any aggregated, anonymized, or synthesized trade data, marketplace analytics, pricing indices, structural taxonomies, or Bill of Quantities (BOQ) compilation workflows; and
  - Any enhancements, features, software routines, codebases, or derivative works created, deployed, or commercialized by or on behalf of NAVYOR.

- **Absolute Waiver of Moral and Extraterritorial Rights:** To the fullest extent permissible under applicable law (including Section 57 of the Copyright Act, 1957, and equivalent international conventions), the Business User knowingly, unconditionally, and irrevocably waives, forfeits, and agrees never to assert any "moral rights" (*droit moral*), rights of paternity, rights of integrity, attribution, or equivalent rights of restraint against NAVYOR, its

corporate affiliates, successors, licensees, or technical sub-processors in connection with the computational exploitation, transformation, or deployment of the submitted assets.

- **Conclusive Bar to Future Claims:** This provision shall operate as a full, conclusive, and perpetual bar and covenant not to sue, precluding the Business User, its parent entities, subsidiaries, officers, assignees, or legal successors from asserting any encumbrance, restitutionary claim, unjust enrichment claim, or retroactive equity claim over NAVYOR's platform, intellectual property portfolio, system assets, or trade technologies.

i. **Statutory Marketplace Intermediary Classification:**
Pursuant to Section 79 of the Information Technology Act, 2000, and applicable marketplace governance frameworks, the Services provided by the Company operate strictly as a digital technology communications environment and statutory intermediary, providing an electronic catalogue and design forum through which Users discover, configure, and procure furnishings, fixtures, and interior architectural products offered by independent third-party manufacturers, brands, or retail merchants (collectively, "Third-Party Vendors").

j. **Disclaimer of Seller-of-Record Status:**
Unless expressly and contractually designated as the legal "Seller-of-Record" on a specific transaction manifest, commercial invoice, or formal checkout schedule, the Company is not the legal seller, titleholder, manufacturer, or merchant-of-record with respect to physical goods or commercial Stock Keeping Units (SKUs) catalogued across or procured via the Services.

k. **Direct Vendor Contract and Commercial Accountability:**
The formal contract for the sale, title conveyance, merchantability warranties, consumer compliance, and delivery of physical merchandise is formed exclusively and directly between the purchasing User and the respective Third-Party Vendor. The Third-Party Vendor maintains sole, non-delegable legal liability for product labelling, manufacturing disclosures, transit insurance, breakage claims, exchange protocols, and manufacturer warranties.

l. **Disclaimer of Product Liability and Limitation of Remedies:**
To the fullest extent permissible under applicable statutory law, the Company disclaims all express, statutory, or implied warranties regarding physical commercial merchandise procured via the Services, including warranties of merchantability, structural safety, or fitness for a particular

architectural use, and assumes no civil or product liability for manufacturing defects, logistical delays, delivery defaults, transit damages, or bodily injury or property damage sustained during transit, delivery, or installation.

5. Third-Party Data, Commercial Client Authorizations, and Site Access Governance

5.1 Enterprise Covenants on Third-Party Proprietary Information

The Business User (including interior design firms, independent interior design practitioners, general contractors, commercial specifiers, and trade vendors) strictly covenants, represents, and warrants that it shall not upload, ingest, transmit, synchronize, or disseminate through the NAVYOR marketplace platform any CAD files, BIM drawings, site photographs, Bill of Quantities (BOQ), proprietary trade specs, or commercial data belonging to, proprietary to, or identifying any third-party corporate client, property developer, or underlying asset owner, without having first secured all prerequisite, legally enforceable written authorizations, clearances, and trade licenses required under applicable statutory frameworks.

5.2 Client Releases, Job-Site Authorizations, and Sublicensing Clearances

In using the Services to specify, procure, or manage commercial and residential interior design projects, the Business User maintains sole, non-delegable corporate liability for procuring, validating, and maintaining in its business records—prior to uploading or initiating procurement for any project asset:

a. Real Property and Job-Site Releases: Duly executed property releases, commercial location agreements, and physical site access clearances from the legal owner, developer, landlord, or facility management authority of the subject project site;

b. Trade Copyright and Intellectual Property Clearances: Comprehensive commercial licenses, architectural copyright releases, sublicensing authorizations, and trade clearances permitting NAVYOR and its integrated trade vendors to process, parse, store, reformat, and compute such assets for procurement, spatial mapping, and material take off execution; and

c. Business Representative and Personal Data Disclosures: All necessary corporate representative authorizations and data principal notices required under applicable data protection enactments (including the Digital Personal Data Protection Act, 2023, and equivalent cross-border privacy statutes) authorizing NAVYOR to ingest, host, and transmit relevant project contact, logistics, and site supervisor details to fulfil commercial purchase orders.

5.3 Disclaimer of Intermediary Verification and Due Diligence

Pursuant to its statutory classification as a B2B technology intermediary under Section 79 of the Information Technology Act, 2000, NAVYOR owes no fiduciary, contractual, or investigative duty to audit, verify, police, or substantiate the legal sufficiency, authenticity, or current validity of any client consent, site authorization, architectural copyright license, or trade clearance uploaded by the Business User. NAVYOR expressly disclaims all civil, regulatory, and commercial liability arising out of or connected to any third-party ownership claim, client breach-of-confidence dispute, site-access conflict, or regulatory enforcement action occasioned by the Business User's omission to secure the required legal clearances.

5.4 Commercial Indemnification and Defense Obligations

The Business User agrees to irrevocably defend, indemnify, and hold harmless NAVYOR, its corporate affiliates, directors, officers, employees, agents, platform licensors, and lawful successors from and against any and all claims, cross-claims, counterclaims, regulatory penalties, statutory fines, commercial losses, arbitral awards, judgments, and legal expenses (including full advocate-and-client legal fees and forensic costs) arising directly or indirectly out of, or resulting from:

- Any unauthorized submission, infringement, or disclosure of third-party architectural blueprints, interior design assets, site imagery, or client data;
- Any failure to procure or maintain valid, verifiable commercial property authorizations or client releases; or
- Any material breach of the ongoing warranties, covenants, and representations set forth in this Section 5.

6. Artificial Intelligence and Machine-Learning Functionality

6.1 **Scope of Algorithmic Features:** The Services incorporate proprietary and integrated artificial intelligence, machine-learning models, neural networks, and automated decision-making technologies (collectively, "AI Features"). These AI Features may be utilized across various aspects of the platform, including without limitation:

- Spatial, architectural, and visual image analysis;
- Product cataloguing, automated SKU indexing, and attribute matching;
- Automated interior design recommendations and layout configurations;

- Generative rendering of interior design visualisations and conceptual imagery;
- Digital image processing, enhancing, and spatial transformation;
- Algorithmic content moderation and compliance monitoring; and
- Any additional computer-assisted or generative functionality integrated into the platform.

a. **Nature and Limitations of AI Outputs:** You acknowledge and agree that all visualisations, spatial analyses, product matches, design concepts, recommendations, estimates, and other materials generated by or derived from the AI Features (collectively, "AI Outputs") are provided strictly for auxiliary, conceptual, and illustrative visualization purposes.

b. **Independent Verification and Professional Disclaimer:** AI Outputs are generated via statistical modeling and probabilistic algorithms and do not constitute structural, engineering, architectural, legal, safety, or trade-specific advice. You acknowledge that AI Outputs may contain inaccuracies, technical errors, spatial discrepancies, or design impossibilities. You bear sole responsibility for independently reviewing, verifying, validating, and approving all AI Outputs—including structural feasibility, exact spatial dimensions, product availability, and safety compliance—prior to relying on, executing, or implementing any design, procurement, or structural action based upon such outputs.

6.2 **Disclaimer of Accuracy and Reliability:** AI-generated outputs, including without limitation visualisations, spatial analyses, measurement estimations, product identifications, and material recommendations, are probabilistic in nature and may contain inaccuracies, omissions, errors, or inconsistencies. The Company explicitly disclaims any representation, warranty, or guarantee, express or implied, regarding the accuracy, completeness, precision, fitness for a particular purpose, or site-specific viability of any AI-generated output. Users assume sole responsibility for independently validating and verifying all measurements, specifications, and spatial parameters before relying upon, purchasing, or executing any design based on such outputs.

6.3 **Disclaimer of Professional Advice:** AI-generated outputs are provided for conceptual visualization and exploratory purposes only and shall not be construed as, or relied upon as, formal professional advice. Without limiting the generality of the foregoing, platform outputs do not constitute:

- Architectural or space-planning advice;

- Structural engineering, load-bearing, or civil engineering advice;
- Electrical, plumbing, HVAC, or mechanical engineering advice;
- Fire safety, egress, or hazardous materials compliance advice;
- Building code, zoning, or statutory regulatory compliance advice;
- Construction, trade execution, or physical implementation advice; or
- Certified quantity surveying, structural cost auditing, or formal estimation.

Users are strictly advised to retain qualified, licensed, and insured professionals—including certified architects, structural engineers, trade contractors, and quantity surveyors—to evaluate, verify, and approve all project specifications prior to physical execution.

6.4 **Nature and Limitations of AI-Generated Visualisations:** AI-generated visualisations, renderings, and conceptual images are synthetic representations designed exclusively to assist users in exploring aesthetic concepts. You acknowledge and agree that such visualisations may fail to accurately depict:

- True spatial dimensions, clearances, or structural tolerances;
- Exact color accuracy, hue variations, lighting conditions, or surface textures;
- Precise product geometry, finish, or physical appearance;
- Commercial availability, manufacturing specifications, or vendor pricing; or
- The actual, final constructed state of a physical interior space.

The physical execution, material application, and final construction of any real-world project may differ materially from AI-generated visualisations, and the Company assumes no liability for any discrepancies resulting therefrom.

7. **Trade Product Catalog, SKU Specifications, and Third-Party Technical Data**

7.1 Aggregation of Trade Catalog Data and Enterprise SKU Ingestion

The Services aggregate, synchronize, index, and display digital product inventories, wholesale catalog manifests, commercial Stock Keeping Units (SKUs), technical cut-sheets, finish schedules, and raw material specifications directly ingested, uploaded, or transmitted via electronic data interchange

(EDI/API) by third-party manufacturers, industrial fabricators, authorized distributors, and commercial trade suppliers (collectively, "Third-Party Trade Vendors").

All such data—including dimensional metrics, load ratings, fire-retardant/acoustic performance certifications, material compositions, stock availability indicators, commercial tier pricing schedules, wholesale volume brackets, and 2D/3D BIM/CAD digital representations (collectively, "Trade Catalog Data")—originates exclusively from external supply-chain partners and vendor enterprise resource planning (ERP) feeds.

7.2 Indicative Nature and Express Disclaimer of Technical Accuracy

All Trade Catalog Data made accessible across the NAVYOR marketplace is provided strictly on an "as-is," "with all faults," and "as-available" basis for preliminary trade estimation, spatial layout modeling, Bill of Quantities (BOQ) compilation, and exploratory procurement planning. NAVYOR acts solely as an enterprise technology intermediary and makes no representations, warranties, covenants, or guarantees—express, statutory, or implied—concerning the technical accuracy, structural completeness, engineering reliability, regulatory currency, or commercial fitness of any Trade Catalog Data.

Without limiting the generality of the foregoing, NAVYOR expressly disclaims all commercial liability and warranties regarding:

- **Dimensional Discrepancies and Fabrication Tolerances:** Discrepancies between catalog-stated nominal dimensions and true as-built job-site conditions, on-site structural openings, millwork fabrication clearances, or architectural tolerances;

- **Material Variations, Dye-Lots, and Finish Fidelity:** Deviations in surface texture, grain patterns, dye-lots, sheen, veining, or visual color temperature resulting from digital rendering engines, display hardware calibrations, ambient job-site illumination, or natural batch variations inherent to timber, natural stone, quartz, architectural metals, leather, ceramic, or contract textiles; and

- **Statutory Compliance and Structural Engineering Standards:** The verification of third-party products against local municipal building codes, National Building Code (NBC) mandates, fire safety standards, structural load-bearing parameters, seismic safety criteria, or commercial occupancy requirements.

7.3 Dynamic Inventory Adjustments, Tariff Re-Indexing, and Pricing Errors

Trade Catalog Data, commercial SKU identifiers, wholesale lead times, and trade pricing matrices are subject to continuous re-indexing, supply-chain price volatility, raw material surcharges, or de-listing by Third-Party Trade Vendors without prior notice.

In the event that an algorithmic calculation error, ERP data corruption, currency conversion defect, or obsolete vendor feed generates an erroneous commercial price, minimum order quantity (MOQ), or freight estimate, NAVYOR reserves the affirmative right to correct such catalog discrepancies and, where necessary, cancel, revoke, or hold unfulfilled enterprise purchase orders (POs) or pro-forma invoices pursuant to the order settlement provisions of these Terms, without incurring contractual penalties or financial liability.

7.4 Non-Delegable Due Diligence and Site Verification Covenants

The Business User (including interior design firms, independent design practitioners, general contractors, and commercial procurement agents) acknowledges, represents, and agrees that it maintains sole, non-delegable professional responsibility for executing independent architectural due diligence, structural site evaluations, and procurement verification before committing client capital, issuing formal purchase orders, initiating factory cuts, or integrating catalog components into final project deliverables or construction workflows.

Prior to finalizing orders, commencing off-site fabrication, or executing on-site installations, the Business User covenants to independently verify:

- Manufacturer-certified engineering submittals, load test reports, and technical cut-sheets;

- Physical control samples, finish swatches, and batch dye-lot approvals signed off by the end-client or project architect; and

- Real-time factory fabrication windows, freight lead times, job-site staging limits, and commercial unloading clearances directly with the designated Third-Party Trade Vendor.

7.5 Consequential Loss Exclusion for Catalog Reliance

Under no legal theory (whether contract, tort, strict liability, or indemnity) shall NAVYOR be liable to the Business User, its clients, or its subcontractors for trade project delays, general contractor downtime, liquidated damages, site remobilization charges, demolition expenses, custom re-fabrication costs, or any indirect, incidental, or consequential commercial losses arising out of or related to unverified professional reliance on digital Trade Catalog Data or SKU technical specifications.

8. Commercial Model, Sourcing Partners, and Supplier Allocations

a. Merchant and Seller of Record: Unless expressly specified otherwise on a product's checkout page or order summary, Navyor is the Seller of Record for all commercial transactions concluded through the Services. Contracts for the purchase of goods and materials are formed directly between you and Navyor upon formal Order Acceptance.
b. Sourcing Partners and Subcontracted Fulfillment: Navyor partners with verified third-party manufacturers, mills, distributors, fabricators, and specialized trade suppliers ("Fulfillment Partners") to source, fabricate, customize, and fulfill orders. Although Navyor subcontracts physical warehousing, stockholding, manufacturing, or dispatch to such Fulfillment Partners:

- Navyor remains your primary contractual counterparty for billing, invoicing, and customer remedies.
- Fulfillment Partners operate as independent contractors to Navyor, not agents or partners of the user.
- No direct contractual privity exists between you and the Fulfillment Partner regarding purchase order obligations, unless specifically executed via a separate written tripartite agreement (e.g., custom site fabrication or licensed installation).

c. Independent Service Providers: Where Navyor provides discovery, directory listings, or scheduling integrations for independent

professional service providers (such as freelance interior designers, architects, or civil contractors):

Such professionals are independent contractors and are not employees, agents, or joint ventures of Navyor.

Navyor does not act as Seller of Record for independently contracted site labor, architectural endorsements, or professional design consulting unless packaged and invoiced directly under a consolidated Navyor Turnkey Statement of Work.

9. Orders, Billing, Fulfillment, and Post-Order Terms

a. **Invoicing and GST Compliance:**

- Navyor (or its designated operating corporate entity) will issue a compliant Tax Invoice bearing its Goods and Services Tax Identification Number (GSTIN) for all accepted orders.
- All listed prices are displayed in Indian Rupees (INR) and indicate whether they are inclusive or exclusive of applicable Central GST (CGST), State GST (SGST), and Integrated GST (IGST).
- If you purchase goods for commercial use and require Input Tax Credit (ITC), you must furnish a valid, active GSTIN and matching registered legal entity name at checkout prior to payment processing. Navyor shall not be liable for the forfeiture or disallowance of ITC arising from inaccurate or untimely GST details submitted by you.

b. **Payment Processing:**

- Payments are collected directly by Navyor through authorized third-party payment aggregators, escrow facilities, and gateways (including Cashfree Payments).
- By submitting payment details, you authorize Navyor and its payment partners to debit the full order value, including applicable GST, packaging, handling, logistics, and transit insurance fees.
- Navyor does not store raw credit/debit card credentials, which are processed pursuant to Reserve Bank of India (RBI) tokenization and data security standards.

c. **Stock Availability and Inventory Representation:**

- Product displays, finishes, batch listings, and real-time inventory levels on the Services represent indicative availability based on feeds from Navyor warehouses and Fulfillment Partner stock allocations.
- Because natural materials, textiles, tiles, veneers, and custom hardware are subject to dye-lot variations, batch runs, and supplier depletion, inventory confirmation occurs post-order verification.

d. **Order Submission, Pricing Verifications, and Order Acceptance:**

- The issuance of an automated order receipt or transaction acknowledgment does not constitute legal acceptance of an offer to sell.
- A binding contract of sale is formed only when Navyor issues an explicit written Order Acceptance notification or a Dispatch Confirmation with Tax Invoice.
- Navyor reserves the right, prior to dispatch, to revoke, reject, or cancel an order (in whole or in part) without liability other than a full refund of amounts collected, where:
- An item is discontinued, depleted, or subject to insurmountable supply-chain failure;
- A manifest typographical error, computational mistake, or inaccurate price/tax calculation occurred on the Services; or
- The transaction triggers internal anti-fraud, KYC non-compliance, or credit-risk alerts.

e. **Fulfillment, Shipping, and Delivery Terms:**

- Dispatch timelines and lead times indicated at checkout are commercial estimates and may vary due to custom fabrication schedules, freight transit conditions, or force majeure events.
- Delivery shall be deemed complete when the consignment is tendered to the delivery address provided at checkout ("Threshold Delivery"), unless specialized white-glove offloading, freight lift, or indoor staging services were purchased as an explicit add-on.
- Risk of loss and title to standard goods pass to you upon physical delivery to your designated delivery address. For commercial-volume freight, offloading safety, site access clearances, and municipal entry permits (where applicable) are your sole responsibility.

f. **Transit Damage, Defects, and Non-Conforming Deliveries:**

- Visual Damage on Receipt: You must inspect consignments immediately upon delivery. If primary shipping crates, cartons, or wraps exhibit visible transit damage, tampering, or punctures, you must endorse the physical/digital Proof of Delivery (POD) / Consignment Note with clear damage remarks and notify Navyor within 48 hours of delivery, accompanied by unboxing photographs or video documentation.
- Latent Defects & Missing Items: Latent material defects, manufacturing anomalies, dimensional discrepancies, or missing components must be reported to Navyor in writing within 7 calendar days of physical receipt.
- Failure to report manifest transit damage or non-conformance within the stipulated windows constitutes prima facie evidence that the goods were delivered complete and free of transit defects.

g. **Warranties:**

- Manufacturer Warranties: Certain appliances, branded fixtures, technical coatings, and manufactured components carry formal pass-through warranties issued by the original equipment manufacturer (OEM). Navyor assigns all transferable OEM warranties to you and will reasonably assist in coordinating warranty claims.
- Limited Merchant Warranty: Except for express warranties provided in writing by Navyor or mandatory statutory remedies under applicable Indian consumer protection laws, Navyor disclaims all other implied warranties—including implied warranties of merchantability, fitness for a specific architectural/structural purpose, and color/texture uniformity across distinct production batches.

h. **Cancellations, Returns, and Refunds:**

- Standard Goods: Non-custom, off-the-shelf items may be cancelled prior to dispatch without penalty. Once dispatched, returns are subject to Navyor's standard Reverse Logistics and Restocking Policy, provided items are returned in uninstalled, salable condition in original packaging. Return freight and restocking charges may be deducted from the final refund balance.
- Custom and Made-to-Order Exclusions: Custom-fabricated panels, cut-to-size stone/glass, made-to-order furniture, mixed paint/finishes, and specialized batch orders enter production immediately upon Order Acceptance and are strictly non-cancellable, non-returnable, and non-refundable, except in cases of verified, unrectifiable manufacturing defect attributable to Navyor or its partners.
- Refund Modalities: Approved refunds will be processed to the original payment source or via verified NEFT/RTGS transfer within 7 to 10 business days following receipt, physical inspection, and quality sign-off of the returned inventory at Navyor's fulfillment facility. Refunds will account for any corresponding GST adjustments via issuance of a valid Credit Note.

10. Intellectual Property Rights, Proprietary Assets, and Statutory Restrictions

All right, title, and interest in and to the Services—including, without limitation, all software, underlying technology, proprietary algorithms, source code, object code, user interface designs, databases, visual assets, graphics, logos, domain names, trade secrets, and documentation created, owned, or licensed by Navyor Technologies Private Limited—are and shall remain the exclusive property of

Navyor and are fully protected under applicable Indian and international copyright, trademark, patent, and intellectual property laws.

Except as expressly authorized under these Terms, you shall not, directly or indirectly, nor shall you permit or facilitate any third party to:

a. **Reproduction and Duplication:** Copy, replicate, clone, mirror, or reproduce the Services, software architecture, or platform materials, in whole or in part;
b. **Derivative Works:** Modify, translate, adapt, alter, customize, or create derivative works derived from the Services or any portion thereof;
c. **Reverse Engineering:** Reverse engineer, decompile, disassemble, decrypt, decode, or otherwise attempt to derive, extract, or reconstruct the underlying source code, structural algorithms, or technical processes of the platform;
d. **Commercial Exploitation:** Sell, resell, sublicense, lease, rent, assign, transfer, distribute, or otherwise commercially exploit or make available the Services to any unauthorized third party without Navyor's prior express written authorization;
e. **Removal of Proprietary Notices**: Alter, obscure, remove, or obliterate any copyright, trademark, patent, or other proprietary rights legends or legal notices affixed to or embedded within the Services; or
f. **Trademark and Brand Misuse:** Utilize Navyor's corporate name, trademarks, trade names, logos, or service marks for any commercial, promotional, or non-personal purpose without Navyor's prior express written consent.

Subject to the non-exclusive, worldwide, royalty-free license granted to Navyor herein for the limited purpose of operating, hosting, displaying, and executing the Services, you retain all ownership rights, title, and interest in and to your original User Content.

11. Enterprise Artificial Intelligence Tools, Algorithmic Spatial Outputs, and Intellectual Property Covenants

11.1 Proprietary Allocation and Enterprise Licensing of AI Outputs**

- Title Vesting in NAVYOR: To the maximum extent permitted under applicable law, as between the registered Business User (including interior design firms, principal architects, general contractors, commercial specifiers, and trade entities) and Navyor Technologies Private Limited

("NAVYOR"), NAVYOR retains and shall exclusively hold all worldwide right, title, interest, proprietary copyrights, and patentable assets in and to all spatial renders, BIM-compatible models, 3D volumetric representations, dynamic Bill of Quantities (BOQ) compilations, algorithmic layout configurations, material finish matrices, and synthetic specifications generated, computed, or rendered via the generative artificial intelligence pipelines, neural networks, or algorithmic engines deployed across the B2B marketplace platform (collectively, "AI Outputs").

- Express Carve-Out of Business User Pre-Existing Assets: The proprietary allocation under this Section 11.1 explicitly excludes:
- Proprietary, pre-existing Business User Content independently authored and uploaded by the Business User (comprising proprietary CAD drawings, firm-specific title blocks, architectural blue-prints, proprietary site survey data, client-commissioned elevations, and registered corporate trademarks); and
- Third-Party Trade Vendor intellectual property, digitized manufacturer catalogs, registered trade dress, brand logos, or contract-grade SKU assets indexed by external suppliers.
- Commercial Enterprise License: Conditioned upon the Business User's strict adherence to these Terms, continuous maintenance of an active enterprise account, and full settlement of all platform, subscription, or trade fee liabilities, NAVYOR grants to the Business User a worldwide, non-exclusive, fully paid-up, perpetual (subject to immediate revocation upon material breach or unlawful system extraction), royalty-free commercial license to access, reproduce, modify, integrate into client pitch presentations, incorporate into architectural tender documents, and commercially utilize the specific AI Outputs generated within its authenticated enterprise session solely for the legitimate operational execution of commercial and residential interior design, fit-out, and construction projects.

11.2 Inherent Non-Exclusivity, Probabilistic Operations, and Algorithmic Equivalence

- The Business User acknowledges and covenants that AI Outputs are synthesized by automated, probabilistic computational systems processing high-dimensional datasets. Consequently, the Business User explicitly recognizes that AI Outputs:
- Lack guaranteed industrial novelty, original human authorship, or unique trade distinction;
- May exhibit substantial visual, dimensional, compositional, or conceptual similarity or identicality to outputs concurrently, previously, or

subsequently generated for other competing design firms, developers, or marketplace participants; and

- Confer no legal exclusivity, priority of creation, anti-competitive injunctive rights, or territorial market exclusivity against third-party commercial exploitation, design replication, or automated re-generation by competing entities.

11.3 Absolute Disclaimer of Statutory Protectability and Intellectual Property Registration

NAVYOR makes no warranty, condition, representation, or covenant—express, statutory, or implied—that any AI Output qualifies for statutory protection, copyright subsistence, patent eligibility, or registered design status under the Copyright Act, 1957, the Designs Act, 2000, the Trade Marks Act, 1999, the Patents Act, 1970, or counterpart statutory intellectual property frameworks in any domestic or foreign jurisdiction.
The Business User assumes sole, non-delegable corporate liability for conducting independent legal audits, prior-art searches, design freedom-to-operate analyses, and registerability assessments before filing statutory design applications, incorporating synthetic outputs into trademark filings, asserting proprietary trade claims, or committing client project budgets against any AI Output.

11.4 Third-Party IP Non-Infringement, Professional Engineering Covenants, and Structural Risk Allocation

Professional Warranties of Non-Infringement: The Business User covenants, represents, and warrants that it shall not configure prompts, deploy, commercially market, construct, or execute works from any AI Output in a manner that infringes, misappropriates, or violates any registered design right, trademark, copyright, commercial trade secret, patent, or proprietary confidentiality entitlement of any competing manufacturer, architectural firm, or trade vendor.

Disclaimer of Intermediary Clearance: The Business User acknowledges that NAVYOR functions strictly as a B2B technology intermediary and undertakes no affirmative obligation to vet, curate, pre-clear, or verify the IP freedom, non-infringement status, structural validity, load tolerances, or architectural constructability of AI-generated spatial designs.

Professional Engineering Responsibility: AI Outputs are delivered strictly as preliminary, conceptual design and specification aids. The Business User maintains sole professional liability for subjecting any AI Output to independent vetting by certified architects, licensed civil/structural engineers, MEP (Mechanical, Electrical, Plumbing) consultants, and local building code inspectors. Relying on, fabricating from, or executing on-site installations based upon synthetic AI Output is performed exclusively at the Business User's own professional risk and peril, and NAVYOR disclaims all liability for structural failures, site demolition costs, building code enforcement penalties, or project rework expenses resulting therefrom.

12. Acceptable Use Policy, Operational Rules, and Enforcement Remedies

12.1 **Prohibited Undertakings.** You covenant and agree that your access to and utilization of the Services shall strictly conform to all applicable statutory, regulatory, and administrative frameworks. Without limiting the generality of the foregoing, you shall not, directly or indirectly, execute or attempt to execute any of the following restricted acts:

- **Statutory and Proprietary Violations:** Engage in any conduct that violates, evades, or facilitates the breach of any federal, state, local, or international law, statute, or treaty; or that infringes, misappropriates, dilutes, or otherwise violates the copyright, trademark, patent, trade secret, privacy, publicity, or other proprietary rights of Navyor or any third party;

- **Ingestion of Malicious or Unlawful Content:** Upload, transmit, host, store, or distribute any media, data, or files that contain software viruses, worms, Trojan horses, logic bombs, ransomware, or other technologically harmful, destructive, or malicious code, or any material that is unlawful, defamatory, tortious, or objectionable;

- **System Interference and Security Bypassing:** Attempt to probe, scan, or test the vulnerability of Navyor's infrastructure, networks, software, or authentication controls; or circumvent, alter, disable, or tamper with any security mechanisms, digital rights management tools, rate limits, or access restrictions;

- **Automated Data Extraction and Scraping:** Deploy, execute, or utilize any automated systems, scripts, web crawlers, scrapers, spiders, or data mining software to systematically extract, scrape, index, harvest, or aggregate data, product catalogs, SKUs, or visual assets from the platform without the express, prior written authorization of Navyor;

- **Platform Impairment and Overburdening:** Actionably disrupt, impair, overburden, disable, or interfere with the structural integrity,

performance, or operational infrastructure of the Services or associated host environments;

- **Identity Deception and Fraudulent Conduct:** Misrepresent your identity, professional credentials, authority, or corporate affiliations; establish accounts under false or fictitious pretenses; or utilize the Services to execute fraudulent transactions, deceptive practices, or illegal commercial schemes; or

- **Abuse and Operational Threat:** Intimidate, harass, defraud, or abuse other platform users, employees, or third-party ecosystem participants, or otherwise utilize the platform in a manner that threatens exposure to legal liability, operational disruption, or reputational damage for Navyor or its affiliates.

12.2 **Monitoring Rights and Administrative Remedies.** Navyor retains the absolute right, but assumes no affirmative duty, to monitor platform traffic, audit user activities, and inspect uploaded content to maintain platform integrity and enforce compliance with these Terms.

12.3 **Unilateral Suspension and Termination Remedies.** If Navyor determines, or reasonably suspects in its sole discretion, that your conduct or User Content constitutes a breach of this Acceptable Use Policy, applicable law, or the rights of third parties, Navyor reserves the unilateral right, without prior notice, liability, or obligation to issue refunds, to:

- Immediately suspend, restrict, throttle, or permanently terminate your account credentials and platform access;

- Remove, purge, or disable access to any non-compliant User Content; and

- Exercise any additional legal, administrative, or equitable remedies available under applicable law.

13. Content Review, Algorithmic Moderation, and Administrative Interventions

13.1 **Absence of General Monitoring Duty and Intermediary Safeguards:**

Navyor operates as an intermediary under Section 79 of the Information Technology Act, 2000, and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021. Nothing in these Terms shall be construed as imposing an affirmative, general, or ongoing legal duty or supervisory obligation upon Navyor to monitor, proactively investigate, or verify the legality, veracity, or proprietary status of User Content, files, architectural drafts, spatial models, or communications uploaded, hosted, transmitted, or ingested by users across the Services.

Notwithstanding the foregoing, Navyor reserves the perpetual, unilateral right, exercisable at its sole discretion, to inspect, pre-screen, parse, filter, evaluate, and audit any content, data payloads, or user prompts processed through the platform. Such reviews may be conducted utilizing automated algorithmic classifiers, synthetic content detectors, hash-matching heuristics, manual human oversight, or hybrid inspection methodologies to verify adherence to these Terms, prevent operational abuse, and ensure statutory compliance.

13.2 **Scope of Administrative Interventions and Enforcement Discretion**:

Navyor retains the sole, absolute, and unreviewable authority to redact, quarantine, suppress, restrict, de-index, take down, decline to process, or permanently expunge any content (in whole or in part), or to temporarily suspend or permanently terminate associated user accounts, where Navyor determines, in good faith, that such administrative intervention is warranted to:

- Comply with compulsory judicial decrees, governmental directions, statutory mandates, or formal takedown notices issued under Rule 3(1)(d) of the IT Intermediary Rules, 2021, or other applicable enactments;
- Safeguard the stability, confidentiality, computational capacity, and security infrastructure of the Services against cyber-threats, injection attacks, denial-of-service vectors, or infrastructure sabotage;
- Detect, prevent, suppress, or mitigate unlawful conduct, financial fraud, identity spoofing, security breaches, or abusive platform behavior;
- Restrain or remediate the infringement, dilution, or unauthorized exploitation of third-party intellectual property, trade secrets, architectural rights, or statutory privacy protections; or
- Enforce compliance with the covenants, behavioral standards, and restrictions set forth across these Terms and incorporated platform policies.

13.3 **Algorithmic Fallibility and Limitation of Liability:**

You expressly acknowledge that automated screening mechanisms, deep-learning classifiers, and heuristic moderation pipelines are probabilistic in nature. Consequently, such automated systems may generate false positives, unintended suppressions, operational latencies, or erroneous suspensions of legitimate content or workflows. To the maximum extent permitted by applicable law, Navyor explicitly disclaims all civil liability, whether sounding in contract, negligence, or statutory warranty, for any operational disruption, commercial loss, reputational impairment, project delays, or consequential damages resulting from algorithmic moderation anomalies or interim administrative take-downs.

13.4 **Administrative Appeals and Secondary Redress Mechanisms:**

In the event that your content, asset ingestion, generative task, or account access is suspended, redacted, or terminated pursuant to this Section 13, and you reasonably believe that such enforcement action is the product of an erroneous algorithmic false-positive or factual mischaracterization, you may submit a formal written appeal via the designated grievance portal or by remitting an authenticated dossier to the Grievance Officer designated in Section 24.4.

- Any appeal must contain:
- The authenticated account identifiers, unique transaction/submission references, and timestamped audit logs;
- A concise legal and factual basis establishing that the content is lawful, non-infringing, and compliant with these Terms; and
- Copies of all requisite licenses, client authorizations, or property releases necessary to establish lawful entitlement to process such content.

Navyor shall conduct a secondary manual review and furnish an administrative disposition within the statutory timelines prescribed by applicable law. Navyor's determination upon manual re-evaluation shall be conclusive and final with respect to platform hosting and processing eligibility.

14. Service Continuity, Operational Disclaimers, and System Maintenance

14.1 Operational Standard and Disclaimer of Warranties: While Navyor uses commercially reasonable efforts to ensure the stability, integrity, and availability of the Services, the Services are provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by applicable law, Navyor disclaims all representations, warranties, and conditions—whether express, implied, statutory, or otherwise—including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, or that the Services will function in an uninterrupted, timely, secure, defect-free, or error-free manner, or meet any specific service levels, uptime metrics, throughput speeds, or latency thresholds.

14.2 Service Interruptions and Maintenance: You acknowledge and agree that access to or functionality of the Services, in whole or in part, may be suspended, restricted, curtailed, or degraded at any time without prior notice or liability. Such downtime or degradation may arise from, without limitation:

(a) routine, scheduled, or emergency maintenance, repairs, patches, and system upgrades;

(b) software bugs, vulnerabilities, hardware failures, or network infrastructure breakdowns;

(c) failures, outages, or performance degradations of third-party vendors, cloud providers, or host platforms;

(d) telecommunications or internet service disruptions, distributed denial-of-service (DDoS) attacks, or transit bottlenecks; or

(e) Force Majeure events or other operational contingencies beyond Navyor's reasonable control.

14.3 Limitation of Liability for Downtime: In no event shall Navyor, its affiliates, or their respective directors, officers, employees, agents, or licensors be liable to you or any third party for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, loss of data, loss of business goodwill, interruption of business, or commercial prejudice, arising out of or related to service unavailability, system failure, transmission delay, suspension of access, or operational downtime, regardless of the legal theory invoked and even if Navyor has been advised of the possibility

15. Third-Party Services, Critical Infrastructure Dependencies, and External Disclaimers

15.1 Architectural Reliance and Upstream Infrastructure Dependencies

The Business User (including interior design firms, independent interior design practitioners, general contractors, commercial specifiers, and trade vendors) expressly acknowledges and agrees that the commercial deployment, real-time availability, system latency, procurement throughput, and operational continuity of the NAVYOR marketplace platform depend upon continuous integrations with, and upstream reliance upon, specialized enterprise cloud architectures, commercial application programming interfaces (APIs), machine learning inference runtimes, freight telematics, and institutional financial settlement rails (collectively, "Upstream Infrastructure Providers"). These mission-critical technical dependencies include, without limitation:

- **Enterprise Cloud Compute and Spatial Data Fabrics:** Google Cloud Platform (GCP) and Amazon Web Services (AWS) for distributed elastic compute, relational databases, persistent file storage, role-based identity management (IAM), spatial computer-vision processing, and geographic mapping APIs;

- **Generative Model Inference and Machine Learning Pipelines:** Specialized external AI computation infrastructure, GPU clusters, and containerized model runtimes provisioned by fal.ai, along with associated foundational model developers, tensor processing nodes, and media rendering pipelines;

- **Financial Intermediation and Payment Aggregation:** Authorized payment gateways, enterprise escrow facilities, commercial banking APIs, and merchant settlement processors, including Cashfree Payments India Private Limited, utilized to process commercial invoices, corporate credit cards, net banking, and unified enterprise transactions; and

- **Ancillary and Operational Utilities:** Enterprise analytics suites, uptime monitors, content delivery networks (CDNs), logistics aggregation APIs, electronic data interchange (EDI) gateways, and automated transactional notification nodes integrated into the platform.

15.2 Independent Legal Privity and Ancillary Enterprise Terms

- **Independent Contractual Privity:** Certain commercial modules, high-volume procurement checkout flows, or credit evaluation pipelines within the Services may require or automatically route the Business User's system requests through standalone environments, authentication portals, or data processing conduits operated by Upstream Infrastructure Providers.

- **Binding Effect of Third-Party Terms:** The Business User's interaction with such integrated systems is governed directly by the respective commercial master service agreements (MSAs), end-user license agreements (EULAs), acceptable use policies (AUPs), and privacy notices published by those independent entities.

- **Absence of Operational Agency:** NAVYOR exercises no corporate ownership, managerial direction, operational control, or fiduciary oversight over the internal technical standards, corporate practices, security audits, or data protection policies of independent upstream providers. Connecting to, integrating with, or transmitting trade payloads

through third-party environments via the Services is conducted at the Business User's sole election, discretion, and commercial risk.

15.3 Comprehensive Disclaimer of Upstream Infrastructure Liability

To the fullest extent permissible under applicable law, NAVYOR expressly disclaims all warranties, conditions, representations, and legal liabilities—whether arising under contract, warranty, tort (including negligence), strict enterprise liability, indemnification, or statutory enactment—arising out of or attributable to:

- **Cloud Network Interruptions, Throttling, and Downtime:** Upstream outages, cloud region blackouts, undersea cable severances, regional utility disruptions, distributed denial-of-service (DDoS) cyberattacks, carrier throttling, or system downtime sustained across the infrastructure of AWS, GCP, or telecommunications transit networks;

- **Algorithmic Queuing, Inference Latency, and Model Deprecation:** Compute shortages, cold-start queuing delays, dropped GPU inference tasks, model retirements, or API pipeline failures originating on third-party generative artificial intelligence and rendering infrastructure (including fal.ai);

- **Payment Rails and Banking Outages:** Scheduled maintenance, settlement failures, clearinghouse clearance delays, core banking network outages, corporate credit-line validation drops, or transient ledger reconciliation errors occurring within third-party payment gateways, banking partners, or payment processors;

- **Third-Party Enterprise Security Incidents:** Zero-day vulnerabilities, unauthorized system penetration, cryptographic compromise, data leakage, or breaches originating within the independent server farms, multi-tenant virtual environments, or secure cloud buckets operated by external infrastructure providers beyond NAVYOR's direct, commercially reasonable operational control; and

- **Unilateral Upstream API and Commercial Restructuring:** The unilateral deprecation, rate-limiting, pricing escalation, token quotas, breaking schema changes, or sudden service discontinuations enforced by external software vendors, foundational model licensors, or API aggregators.

15.4 Technical Neutrality, Intermediary Protections, and Absence of Breach

Under no legal theory shall any operational disruption, rendering failure, data delivery lag, procurement calculation timeout, or settlement delay originating directly within the computational networks, banking rails, or infrastructure environments of Upstream Infrastructure Providers be construed as:

- A contractual breach, default, or repudiation by NAVYOR of its commitments or service terms;

- A failure of any platform uptime commitments or service-level targets; or

- A violation of NAVYOR's statutory safe-harbor protections or obligations as a technology intermediary under Section 79 of the Information Technology Act, 2000, and cognate statutory frameworks.

16. Privacy, Data Protection, and Information Security

16.1 **Statutory Incorporation and Binding Effect:**

- Your access to, interaction with, and utilization of the Services is subject to and governed by the Navyor Privacy Policy, accessible on the platform. The Privacy Policy delineates the categories, modalities, legal grounds, retention periods, and technical safeguards governing the collection, ingestion, processing, storage, pseudonymization, transmission, and cross-border transfer of personal data, telemetry, and transactional information.

- The Privacy Policy, as amended from time to time in accordance with its terms, is hereby expressly incorporated into this Agreement by reference and forms an inseparable, legally binding covenant of these Terms. By accessing, browsing, registering an account on, or transacting through the Services, you unequivocally acknowledge that you have read, understood, assented to, and consented to the data processing practices, algorithmic disclosures, and information handling protocols set forth therein.

16.2 Regulatory Compliance and Roles under Applicable Law:

- **Statutory Framework**: Each party undertakes to comply strictly with all applicable domestic and extraterritorial data protection, data privacy, and cybersecurity laws, enactments, and binding administrative rules, including without limitation the Digital Personal Data Protection Act, 2023 (DPDPA), the Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended, restated, or superseded.
- **Status as Data Fiduciary / Processor:** To the extent Navyor determines the purpose and means of processing personal data collected directly from you for user authentication, billing, account administration, compliance, fraud prevention, and service optimization, Navyor operates as a Data Fiduciary pursuant to the DPDPA.
- To the extent you (acting as a designer, architect, enterprise entity, or commercial user) upload, ingest, or supply personal data, interior residential imagery, or contact particulars belonging to third-party clients, underlying property owners, or occupants for processing, rendering, or cloud storage within the Services, you warrant that you are the lawful Data Fiduciary with respect to such data, and Navyor processes such information strictly in the capacity of a Data Processor acting upon your documented instructions and contractual deployment.

16.3 Representations, Warranties, and Lawful Basis for Ingestion:

- Where you provide, transmit, or expose personal data relating to any third party (including your employees, sub-contractors, clients, or property residents) to the Services:
- You represent and warrant that you possess an unencumbered, verifiable, and lawful basis—including explicit, informed, and documented statutory consent or applicable legitimate uses under the DPDPA—to furnish such data to Navyor for the purposes contemplated by these Terms;
- You represent and warrant that you have provided all mandatory statutory privacy notices to the underlying Data Principals prior to transferring such data to Navyor; and

- You shall promptly notify Navyor in writing if any Data Principal revokes, modifies, or challenges the consent or lawful basis underpinning the data processed within the Services.

16.4 Data Security, Technical Safeguards, and Incident Management:

- Navyor implements and maintains commercially reasonable, industry-standard administrative, physical, technical, and cryptographic safeguards designed to preserve the confidentiality, integrity, availability, and resilience of data processed within its cloud and server environments.
- While Navyor maintains robust access controls and vulnerability management systems, you acknowledge that no digital transmission mechanism over the public internet or electronic cloud repository is entirely invulnerable. In the event of a confirmed Personal Data Breach directly affecting your account data, Navyor shall furnish statutory notifications to the competent regulatory authority (including the Data Protection Board of India, where mandated) and affected Data Principals within the statutory timeframes and modalities prescribed by applicable law.

16.5 Exercise of Data Principal Rights:

- Data Principals whose personal data is processed by Navyor in its capacity as a Data Fiduciary may exercise their statutory rights-including the right to access an overview of personal data, right to correction, completion, and updating, right to erasure, and right to grievance redressal-by remitting a formal, authenticated application to the designated Data Protection Liaison identified in Point 24.4.
- Where Navyor processes personal data solely as a Data Processor on your behalf, Navyor shall promptly redirect any inquiry or rights-request received from your client or underlying Data Principal to you for substantive resolution, and you shall bear exclusive responsibility for adjudicating and satisfying such claims within prescribed statutory timelines.

17. Term, Voluntary Account Closure, Suspension, and Survival of Covenants

17.1 **Voluntary Account Closure and Data Erasure:** You retain the right to discontinue your utilization of the Services at any time. You may formally submit a request for account deactivation and the deletion of associated personal data to Navyor's designated compliance channel. Any such request shall be evaluated and executed in strict compliance with the data retention protocols, statutory mandates, and regulatory exceptions set forth in the Navyor Privacy Policy and prevailing legislation.

17.2 **Immediate Suspension and Right of Termination for Cause:** Navyor reserves the absolute and unreserved right to immediately, without prior notice, judicial process, or financial liability, suspend, limit, throttle, or permanently revoke your account credentials, platform privileges, or authorization to access any portion of the Services upon the occurrence of any of the following operational or legal contingencies:

- **Material Non-Compliance:** Any failure to observe, or material breach of, any obligation, representation, warranty, or restrictive covenant set forth within these Terms;
- **Cybersecurity and Systemic Exposure:** A determination by Navyor, in its sole operational discretion, that your platform activities constitute an active cybersecurity vector, systemic vulnerability, legal liability, or severe operational hazard to Navyor, its technical infrastructure, or third parties;
- **Fraudulent, Deceptive, or Abusive Practices:** The detection, reasonable suspicion, or third-party notification of fraudulent transactions, payment defaults, identity falsification, or abusive conduct directed toward Navyor or ecosystem participants;
- **Statutory, Judicial, or Regulatory Directives:** Compliance with any applicable statute, act, decree, injunction, subpoena, or administrative order issued by a court of competent jurisdiction, statutory authority, or law enforcement agency;
- **Revocation of Third-Party Dependencies:** The termination, suspension, or material alteration of underlying third-party API endpoints, software licenses, or cloud infrastructure essential to the execution of your account functionality; or
- **Unilateral Platform Discontinuation:** The modification, deprecation, phasing out, or permanent cessation of the relevant Services or platform features by Navyor.

17.3 **Notice Protocols and Emergency Exemption:** Where commercially practicable and legally permissible, Navyor will endeavour to provide reasonable advance written notice prior to enforcing an account suspension or termination. Notwithstanding the foregoing, you explicitly acknowledge and agree that Navyor retains full authority to execute immediate, unannounced suspension or revocation of access where emergency mitigation is required to avert imminent financial loss, regulatory sanction, data compromise, or technical disruption.

17.4 **Survival of Accrued Obligations and Covenants:** The expiration or termination of your account, platform access rights, or these Terms shall not

operate to release, discharge, or prejudice any accrued rights, payment liabilities, or remedies incurred prior to the effective date of termination. Without limiting the generality of the foregoing, all provisions of these Terms which by their express language, operational nature, or legal intent are intended to survive termination shall survive indefinitely.

18. Statutory Disclaimers, Express Exclusion of Warranties, and Preserved Rights

18.1 **"As-Is" and "As-Available" Provision:** To the maximum extent permitted by applicable law, the Services, software architecture, artificial intelligence-driven outputs, platform features, third-party integration points, and all associated digital materials are provided strictly on an "as is" and "as available" basis, without representations, warranties, conditions, or guarantees of any kind, whether express, implied, statutory, or derived from custom, usage, or course of dealing.

18.2 **Comprehensive Exclusion of Warranties:** Navyor expressly disclaims, to the fullest extent permitted by law, all statutory, express, or implied warranties, conditions, and representations, including without limitation the implied warranties of merchantability, fitness for a particular or specialized purpose, non-infringement, quiet enjoyment, spatial accuracy, title, and structural suitability.

18.3 **Specific Operational Disclaimers**: Without limiting the generality of the foregoing, Navyor makes no representations, covenants, or warranties, and explicitly disclaims all legal liability and operational exposure with respect to:

- **Utility and Alignment:** That the platform, its underlying algorithms, or feature sets will meet your specific aesthetic, architectural, commercial, or operational specifications;
- **Accuracy of Generative Visualizations:** That artificial intelligence-generated outputs, automated room analyses, synthetic visual renders, dimensional estimates, or spatial recommendations will be complete, accurate, technically feasible, structurally sound, or error-free;
- **Data and Listing Integrity:** That product catalog attributes, SKU details, pricing metrics, inventory status, material specifications, or third-party listing details rendered on the platform will be continuously accurate, complete, current, or verified;
- **Third-Party Availability and Performance**: That third-party designers, contractors, suppliers, manufacturers, or service providers discovered or engaged via the platform will maintain inventory, honor quotes, fulfill contractual obligations, or perform work to any particular professional standard or schedule; or

- **System Continuity and Reliability:** That access to the platform will be uninterrupted, continuous, timely, secure, virus-free, or free of bugs, server latency, technical defects, or system failures.

18.4 **Non-Excludable Statutory Consumer Guarantees:** Nothing contained within these Terms shall operate to exclude, restrict, modify, or limit any statutory consumer rights, mandatory warranties, or non-waivable legal protections guaranteed under applicable law (including non-excludable provisions under Indian law) that cannot legally be disclaimed, restricted, or excluded. To the extent any non-waivable statutory warranty or guarantee applies by operation of law, Navyor's total aggregate liability shall be limited, at its sole option and election, to the re-performance or remediation of the applicable platform Service, or the reimbursement of the direct cost of re-supplying the deficient service component.

19. Limitation of Liability and Allocation of Operational Risk

19.1 **Exclusion of Indirect and Consequential Damages:** To the maximum extent permitted under applicable law, including the Indian Contract Act, 1872, in no event shall Navyor, its parent entities, subsidiaries, affiliates, directors, officers, employees, agents, software licensors, or Third-Party Service Providers (collectively, the "Navyor Released Entities") be liable to you or any third party for any indirect, incidental, special, remote, consequential, exemplary, or punitive damages whatsoever. This exclusion includes, without limitation:

- Loss of business revenue, profit, anticipated savings, or commercial opportunity;
- Business interruption, project stoppage, site downtime, or delay-related penalties;
- Loss of corporate goodwill, client reputation, or commercial standing;
- Loss, corruption, or unauthorized alteration of project data, floor plans, or digital assets; or
- Cost of procurement of substitute goods, materials, structural engineering services, or alternative software tools.

19.2 **Scope of Excluded Claims and Causation:** The limitations set forth in Section 19.1 shall apply regardless of the legal, equitable, or statutory basis of liability asserted—whether in contract (under Section 73 or 74 of the Indian Contract Act, 1872), tort (including negligence, strict liability, or misrepresentation), equity, or statutory breach—and even if Navyor has been advised of, or should have been aware of, the possibility of such damages. Without limiting the generality of the foregoing, Navyor Released Entities shall bear no liability for any loss, injury, financial expenditure, or property damage arising out of, or in connection with, your reliance upon:

- **Generative and Algorithmic Outputs:** Any AI-generated visualisations, room renderings, spatial analyses, measurement estimations, or layout concepts;
- **Catalog and SKU Data:** Third-Party Product Data, inventory listings, material specifications, GST or price discrepancies, or catalog inaccuracies;
- **Product Recommendations**: Automated or algorithmic material, finish, or furniture recommendations;
- **Third-Party Services and Engagements:** The acts, omissions, performance failures, product defects, or service delays of independent designers, trade contractors, suppliers, vendors, or logistics providers; or
- **Project Specifications:** Any structural, quantity-surveying, architectural, or legal errors resulting from user reliance on platform-hosted data or project tracking tools.

19.3 **Statutory Liability Boundaries and Non-Waivable Consumer Rights:** Nothing in these Terms shall operate to limit or exclude liability for fraud, fraudulent misrepresentation, willful misconduct, gross negligence, or death or personal injury resulting directly from Navyor's acts, or any other liability to the extent such limitation or exclusion is strictly prohibited or rendered void under mandatory provisions of applicable law, including the Consumer Protection Act, 2019 and the Information Technology Act, 2000.

20. Enterprise Indemnification, Hold Harmless, and Defense Obligations

20.1 Comprehensive Indemnification Undertaking

To the fullest extent permitted under applicable law, the Business User (including interior design firms, independent design practitioners, general contractors, commercial specifiers, trade contractors, and vendor partners) hereby irrevocably, unconditionally, and jointly and severally agrees to defend, indemnify, protect, and hold harmless Navyor Technologies Private Limited, its parent undertakings, corporate affiliates, subsidiaries, and their respective directors, officers, employees, equity holders, agents, trade representatives, licensors, independent contractors, and lawful successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all actual, threatened, or pending third-party civil actions, commercial claims, cross-claims, counterclaims, demands, arbitral proceedings, audits, tax assessments, or regulatory enforcement actions (collectively, "**Claims**"), and shall fully reimburse and hold the Indemnified Parties harmless against all associated losses, commercial liabilities, adjudications, arbitral awards, final judgments, approved settlements, statutory penalties, late surcharges, and reasonable legal expenditures (including senior counsel and advocates' retainers, forensic accounting fees, expert witness charges, and costs of civil, arbitral, or appellate proceedings) (collectively, "**Losses**") arising out of, attributable to, or resulting from:

- **Breach of Commercial Covenants:** Any breach, non-observance, or default by the Business User of any contractual obligation, representation, warranty, or covenant set forth in these Terms, the Marketplace Policies, or any incorporated trade schedule;

- **Unlawful or Malicious Platform Interception:** Any unauthorized, fraudulent, grossly negligent, or unlawful access to, manipulation of, scraping of, or interference with NAVYOR's marketplace APIs, server infrastructure, trade pricing matrices, or database architectures by the Business User, its employees, subcontractors, or credentialed seat-holders;

- **Trade Asset Infringement and Design Ingestion:** Any architectural plans, BIM files, CAD schematics, spatial designs, job-site photography, brand marks, trade dress, or technical specifications ingested or routed through the platform that infringe, misappropriate, or violate any copyright, registered industrial design right, trademark, patent, trade secret, or proprietary intellectual property entitlement of any third-party architect, brand, or fabricator;

- **Client Release and Regulatory Consent Failures:** Any failure on the part of the Business User to secure valid, legally binding written commercial authorizations, location agreements, real property releases, client approvals, or statutory data-principal authorizations under applicable data protection enactments (including the Digital Personal Data Protection Act, 2023) prior to ingesting client or project-site assets;

- **Inter-Firm, Trade Counterparty, and Job-Site Disputes:** Any commercial dispute, breach of contract, project delay, design defect, installation failure, structural failure, property damage, workplace safety violation, or bodily injury occurring on a project job site or arising between the Business User and any independent trade vendor, millwork manufacturer, logistics provider, site contractor, or commercial client; or

- **Statutory, Municipal, and Fiscal Non-Compliance:** Any violation, default, or evasion by the Business User of applicable statutory enactments, National Building Code (NBC) mandates, municipal by-laws,

fire safety codes, environmental standards, trade licensing laws, or taxation codes (including GST/indirect tax misdeclarations or fraudulent tax credit claims).

20.2 Defense Procedures, Conduct of Litigation, and Settlement Thresholds

- **Notice of Claim:** NAVYOR shall furnish written notice to the Business User upon receiving formal service or verified written notice of an indemnified Claim; provided, however, that any delay or omission in tendering such notice shall not extinguish or reduce the Business User's defense and indemnification liabilities hereunder, save strictly to the extent that such delay demonstrably and materially prejudices the procedural defense on the legal merits.

- **Assumption and Control of Defense:** Upon written demand from NAVYOR, the Business User shall immediately assume the defense of such Claim at its sole corporate cost and expense through reputable, specialized legal counsel pre-approved in writing by NAVYOR (such approval not to be unreasonably withheld).

- **NAVYOR's Reservation of Ultimate Control:** Notwithstanding the foregoing, NAVYOR reserves the absolute, perpetual right, exercisable at its sole commercial election and discretion, to assume exclusive control, strategy, and procedural management of the defense of any Claim (including the retention and instruction of legal counsel). In such event, the Business User shall promptly advance or reimburse all reasonable costs incurred and unconditionally covenants to provide complete cooperation, unreserved discovery production, relevant project documentation, and witness availability as requested by NAVYOR.

- **Absolute Prohibition of Unilateral Settlement:** The Business User shall not compromise, settle, execute a consent award, discharge, or confess judgment with respect to any Claim without the prior, express, and written concurrence of an authorized corporate officer of NAVYOR, particularly where such proposed settlement:

- Imposes any monetary liability, civil surcharge, or un-indemnified financial contribution upon an Indemnified Party;

- Imposes any prospective structural, technical, or behavioral injunction, operational restriction, or negative covenant upon NAVYOR's platform or marketplace workflows; or

- Entails or implies any admission of civil culpability, negligence, statutory violation, or wrongdoing by or on behalf of any Indemnified Party.

21. Service Modifications, Operational Evolution, and Deprecation

21.1 Unilateral Reservation of Operational Evolution Rights

NAVYOR operates a dynamic, multi-sided enterprise marketplace and reserves the express right, exercisable within its reasonable commercial discretion and without prior contractual liability, to alter, modify, upgrade, update, re-architect, throttle, suspend, or permanently discontinue any marketplace module, API endpoint, visualization engine, catalog tool, or platform feature, in whole or in part, on a temporary or permanent basis.

21.2 Enterprise Architecture, Tiering, and Commercial Repositioning

NAVYOR retains the ongoing unilateral authority to administer and modify its enterprise commercial models and marketplace technical configurations. This authority includes, without limitation, the commercial right to:

- Enforce or recalibrate programmatic rate limits, storage allotments, multi-tenant bandwidth thresholds, computational quota allowances, and generative AI inference caps;

- Establish, restructure, gate, or sunset enterprise tier structures, wholesale buyer verification credentials, designer seat limits, or role-based permission schemes; and

- Transition, reclassify, or migrate previously complimentary, beta, or baseline tools, material estimating algorithms, or 3D rendering pipelines into premium, fee-bearing, volume-gated, or enterprise subscription-only offerings upon reasonable commercial notice.

21.3 Notification Protocol for Material Operational Deprecations

Where an operational amendment, architecture overhaul, or system deprecation results in a material, substantial, and adverse degradation of core, paid marketplace features actively contracted under an enterprise agreement or paid tier:

- NAVYOR shall employ commercially reasonable endeavors to issue advance written notice to the registered enterprise administrator at least thirty (30) calendar days prior to the operational retirement of such functionality, delivered via corporate email, enterprise admin dashboard notifications, or contextual release notes.

- Advanced notice requirements shall not apply where rapid operational modifications, hotfixes, or emergency access suspensions are necessitated by zero-day cybersecurity containment, infrastructure vulnerability patches, automated fraud prevention, technical platform abuse, or mandatory compliance with statutory directives, judicial decrees, or law enforcement mandates.

21.4 Continued Commercial Interaction as Binding Acceptance

The Business User's continued access, enterprise login, procurement activity, purchase order placement, API integration, or invoice generation following the implementation or notification of any operational change, feature retirement, or platform adjustment shall constitute constructive, legally binding, and irrevocable commercial acceptance of the modified Services. If the Business User objects to any operational modification or deprecation, its sole and exclusive remedy shall be to discontinue using the platform, cancel pending tier renewals,

and petition for formal enterprise account de-registration, subject to the full satisfaction of all outstanding trade invoices, procurement commitments, and statutory tax-retention schedules.

22. Amendments, Modifications, and Statutory Revisions

22.1 **Right of Revision and Scope:** Navyor reserves the right, from time to time and at its sole discretion, to revise, supplement, amend, restate, or replace these Terms, in whole or in part, to address:

- Enactments, modifications, or administrative interpretations of applicable statutory or regulatory frameworks;
- Enhancements, re-architectures, or deprecations of platform features, technical infrastructure, or security protocols;
- Variations in commercial frameworks, billing mechanics, or transactional structures; or
- Risk-allocation, data-governance, or anti-fraud requirements.

22.2 **Publication, Notice, and Effective Date:**

* General Amendments: Any restated or amended Terms shall be published directly on the Navyor website and made accessible via the administrative interface of the Services. The date designated adjacent to the “Last Updated” legend shall constitute constructive notice of the date of formal enactment. Unless an alternate future date is expressly stipulated therein, all non-material amendments shall take effect immediately upon publication.

- Material Amendments: In the event of an amendment that substantially curtails your accrued rights, imposes expanded financial obligations, or fundamentally alters dispute-resolution mechanisms, Navyor shall deploy commercially reasonable efforts to furnish advance written notice not less than fifteen (15) calendar days prior to the effective date. Such notice may be delivered via electronic mail to your registered account address, a prominent dashboard banner, or an authenticated modal interface upon platform sign-in.
- Statutory and Security Carve-Out: Notwithstanding the foregoing notice window, modifications executed to rectify critical security vulnerabilities, mitigate immediate operational or financial fraud, or comply with compulsory judicial decrees, governmental directions, or statutory mandates shall take effect immediately upon deployment.

22.3 **Assent, Deemed Acceptance, and Exclusive Recourse:**

- Affirmative Assent through Continued Use: Your continued access to, integration with, or utilization of the Services following the effective date of

any revised Terms constitutes your unconditional, irrevocable assent to and execution of the amended Terms as a legally binding instrument.

- Right of Rejection and Termination: If you do not agree to the terms of any proposed or enacted modification, your sole and exclusive legal recourse is to immediately cease all access to and use of the Services, provide formal written notice of cancellation, and decommission your account prior to the designated effective date. Continued invocation of platform APIs, data processing pipelines, or user interfaces following the effective date operates as a complete legal waiver of any right to challenge or repudiate the amended provisions.

23. Governing Law, Exclusive Jurisdiction, and Forum Selection

23.1 **Governing Law:**

These Terms, their formation, validity, interpretation, performance, and termination, together with all non-contractual obligations, extra-contractual claims, tortious actions, or equitable controversies arising out of or in connection with the Services, shall be governed by and construed strictly in accordance with the substantive and procedural laws of the Republic of India, to the exclusion of any conflict-of-laws principles, choice-of-law rules, or doctrines of private international law that would mandate or permit the application of the laws of any other jurisdiction.

23.2 **Exclusive Jurisdiction and Forum Selection:**

Subject to applicable mandatory, non-waivable statutory provisions under Indian law, the parties irrevocably agree that the competent courts of original civil and commercial jurisdiction situated at Bengaluru, Karnataka, India, shall possess sole and exclusive territorial, personal, and subject-matter jurisdiction to hear, adjudicate, and resolve any suit, action, application, or legal proceeding arising out of, relating to, or concerning:

- These Terms and their enforceability;
- The Privacy Policy and data processing practices; or
- Any purchase order, transaction, or commercial engagement contemplated or executed through the Services.

23.3 **Express Waiver of Jurisdictional Objections:** You hereby irrevocably and unconditionally:

- Submit to the exclusive personal (in personam) and subject-matter jurisdiction of the competent judicial courts situated in Bengaluru, Karnataka, India;

- Waive, to the maximum extent permissible by law, any right to initiate, pursue, or transfer any action or proceeding in or to any other court, tribunal, or judicial forum; and
- Waive any objection or defense grounded in improper venue, defect of territorial jurisdiction, lack of personal jurisdiction, or the doctrine of forum non conveniens (asserting that the courts at Bengaluru represent an inconvenient, prejudicial, or improper forum).

23.4 **Preservation of Interlocutory and Injunctive Remedies:** Notwithstanding Sections 23.2 and 23.3, nothing contained in this Section 23 shall limit or prejudice the right of Navyor to institute legal proceedings or seek immediate equitable relief—including temporary restraining orders, interlocutory injunctions, orders for specific performance, asset freezes, or attachment orders—in any court or administrative body of competent jurisdiction worldwide to restrain, prevent, or remedy any actual or threatened infringement, misappropriation, or violation of its intellectual property rights, proprietary assets, data systems, or confidential information.

24. Corporate Identifiers, Statutory Notices, and Service of Legal Process

24.1 **Corporate Particulars:** The Services are owned, operated, and legally administered by Navyor Technologies Private Limited (hereinafter referred to as "Navyor"), a private limited company duly incorporated under the provisions of the Companies Act, 2013, bearing Corporate Identification Number (CIN) [INSERT CIN]. All legal notices, regulatory requisitions, statutory communications, or formal demands must be served through the designated corporate channels set forth below:

- Legal Entity Name: Navyor Technologies Private Limited
- Registered Office Address: B-2201, Lake Verandah, Hiranandani, Akshaynagar, Near Hulimavu Lake, Bangalore – 560076, Karnataka, India
- Designated Legal & Compliance Dispatch: help@navyor.com
- Official Corporate Portal: https://www.navyor.com

24.2 **Modalities of Service and Deemed Delivery:**

Electronic Transmissions: Any notice, demand, or official communication transmitted electronically to the designated legal email address specified in Section 24.1 shall be deemed validly served and received twenty-four (24) hours following transmission, provided that:

- The transmission is executed during regular business hours on a business day in Bengaluru, Karnataka (failing which receipt shall be deemed to occur at 09:30 IST on the immediately succeeding business day); and

- The transmitting party does not receive an automated bounce-back, system failure warning, delivery rejection notice, or daemon notification indicating non-receipt or delivery error.
- Physical Postal and Courier Dispatch: Formal legal process, statutory notices, summons, or judicial papers dispatched to Navyor's Registered Office must be remitted via nationally recognized prepaid registered post with acknowledgment due (RPAD) or reputable international commercial courier service. Such physical notices shall be deemed lawfully executed and delivered only upon:
- Verified physical delivery evidenced by a signed postal acknowledgment receipt; or
- Confirmed courier delivery signature by an authorized officer or corporate representative of Navyor.
- Informal Channels Excluded: Delivery of legal process, statutory claims, or infringement notices via social media channels, unauthenticated ticketing tools, instantaneous messaging applications (e.g., WhatsApp, Telegram), or non-designated corporate email addresses is legally invalid, void ab initio, and shall not constitute valid service upon Navyor.

24.3 **Notices to Users: Navyor may lawfully serve any notice, contract modification, transactional communication, or formal process upon you:**

- Electronically, to the primary email address linked to your authenticated user account;
- Mechanically, via administrative dashboard alerts, push notifications, or modal interface prompts within the Services; or
- Physically, by courier or registered post to the physical billing or delivery address provided by you during your most recent transaction or account registration sequence.

Service executed pursuant to this Section 24.3 shall be deemed conclusive and effective upon electronic transmission or within forty-eight (48) hours of physical post.

24.4 **Statutory Grievance Redressal and Compliance Mechanism:** Pursuant to the Information Technology Act, 2000, the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, the Consumer Protection (E-Commerce) Rules, 2020, and the Digital Personal Data Protection Act, 2023, the identity and contact particulars of the designated statutory officers are established as follows:

- Grievance Officer (IT Rules & Consumer Protection):
- Name / Designation: [INSERT NAME / DESIGNATION, E.G., NODAL GRIEVANCE OFFICER]
- Email Address: [INSERT GRIEVANCE EMAIL ADDRESS]

- Postal Address: Navyor Technologies Private Limited, Attn: Grievance Officer, B-2201, Lake Verandah, Hiranandani, Akshaynagar, Near Hulimavu Lake, Bangalore – 560076, Karnataka, India
- Data Protection Officer / Privacy Liaison (DPDPA):
- Email Address: help@navyor.com

Turnaround Standard: Navyor shall acknowledge receipt of statutory grievances within the mandatory timelines stipulated by applicable law (not exceeding forty-eight (48) hours for digital intermediary grievances) and deploy commercially reasonable endeavors to investigate, redress, or formally dispose of such complaints within the prescribed statutory period.

25. Entire Agreement, **Merger, Severability, and Non-Waiver**

25.1 **Entire Agreement and Integration:**

- This instrument, together with the Privacy Policy, any applicable Service-Level Agreements (SLAs), Order Confirmations, Statement of Work (SOW) schedules, and any operational policies expressly incorporated herein by reference, constitutes the entire, final, complete, and exclusive understanding and agreement between you and Navyor Technologies Private Limited concerning the subject matter hereof.
- This Agreement supersedes, merges, and extinguishes all prior or contemporaneous negotiations, representations, discussions, warranties, covenants, draft agreements, understandings, memoranda of understanding (MoUs), and letters of intent—whether oral, written, electronic, or implied—between the parties regarding your access to, licensing of, or commercial engagement with the Services.
- In the event of an irreconcilable conflict or inconsistency between the terms of this primary instrument and any bespoke, bilateral commercial agreement or SOW executed by you and Navyor, the provisions of the bespoke agreement shall prevail solely to the extent of such express conflict and only if such instrument is executed in writing by a director or duly authorized corporate signatory of Navyor.

25.2 **Severability and Judicial Blue-Penciling:**

- If any provision, covenant, restriction, condition, or part thereof contained in these Terms is adjudicated, declared, or held by any court, arbitral panel, or regulatory authority of competent jurisdiction to be void, illegal, invalid, against public policy, or unenforceable under applicable law:
- Such invalidity, illegality, or unenforceability shall attach strictly to that particular covenant, sentence, or sub-clause and shall not permeate, impair, or invalidate the remainder of that provision or any other clause of these Terms;

- The impugned provision shall be severed from these Terms to the minimum extent necessary to cure the defect of unenforceability; and
- The adjudicating judicial forum is expressly authorized and directed by the parties to blue-pencil, modify, or construe the offending provision to the minimum extent necessary to render it valid, lawful, and enforceable, while giving the maximum permissible effect to the original commercial and economic intent of the parties.
- All remaining provisions, covenants, and terms of this Agreement shall remain in full force and legal effect, fully binding, and unimpaired.

25.3 **Non-Waiver and Reservation of Remedies:**

- No failure, delay, omission, or forbearance on the part of Navyor in exercising any legal right, remedy, power, or privilege accrued under these Terms, at law, or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
- No waiver of any breach, default, or covenant under these Terms shall be legally valid or operative unless documented in writing and signed by an authorized legal officer of Navyor. A waiver granted with respect to a specific breach or event of default shall not be construed as a continuing waiver or as a waiver of any subsequent, distinct breach or default.

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