

KONTEXTITY

TERMS-OF-USE

Effective Date: Feb 1 2026

Welcome to **Kontextity**, a website owned and operated by Context Systems Private Limited, a Company incorporated under the Companies Act 2013, having its registered office at Pune MH India (hereinafter referred to as “**Kontextity**”, “**Company**”, “**Platform**”, “**we**,” “**our**,” or “**us**”).

The Company is engaged in the development and deployment of artificial intelligence-driven solutions designed to support product teams in making informed, timely, and strategic decisions (the “Platform”).

These Terms of Use (“Terms” or “Agreement”) constitute a legally binding Agreement between Company and any individual or entity who accesses, browses, or uses the Platform, application, or any associated Services (collectively referred to as the “Platform”). The expressions “you,” “your,” or “user” shall mean any person who accesses or uses the Platform for any purpose, including customers, visitors, entity representative, client, client representative, or Merchants.

Your use of the Platform shall also be subject to our Privacy Policy, and any other policies, notices, or disclaimers posted on the Platform. These documents, together with these Terms, form an integral and binding Agreement between you and Company.

By using our Platform, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms of Use, please refrain from using our Platform.

Scope and Relationship to Other Agreements:

These Terms of Use govern access to and use of the Kontextity website and platform for informational and evaluation purposes.

If you have entered into a separate written agreement with Context Systems Private Limited governing paid or commercial use of the Services (including a Master Services Agreement and/or Data Processing Addendum), such agreement shall govern in the event of any conflict with these Terms.

1. **DEFINITIONS**

- 1.1. **“Agreement”** refers to these Terms of Use, together with the Privacy Policy, cookie policy, and any other policies, notices, or disclaimers published on the Company Platform, all of which collectively constitute a legally binding contract between the User and Company.
- 1.2. **“Platform”** refers to Kontexity’s AI-enabled digital platform, including its Website (<https://www.kontexity.com>), the application (<https://app.kontexity.com>), dashboards, APIs, integrations, and application interfaces, through which Users access product intelligence, analytics, and decision-support functionalities.
- 1.3. **“Content”** includes all forms of data, text, information, graphics, images, videos, audio clips, reviews, feedback, software, or other materials displayed, uploaded, submitted, or shared on or through the Platform.
- 1.4. **“Client”** means any legal entity (including a company, partnership, limited liability partnership, or sole proprietorship) that registers for, subscribes to, or otherwise enters into an agreement with Kontexity to access or use the Services, whether directly or through an authorized representative.
- 1.5. **“Policy”** refers to the set of guidelines, rules, or internal procedures established by Company to govern the use of its Platform, Services, and products, including but not limited to Privacy Policy, intellectual property policy, and user conduct.

- 1.6. **“Privacy Policy”** refers to the policy published on the Company Platform that describes how Company collects, stores, uses, shares, and protects Users’ personal and sensitive information.
- 1.7. **“Services”** means the AI-enabled functionalities, tools, and related support made available by the Company through its digital Platform, including the collection, integration, analysis, and presentation of product execution data, customer insights, and market intelligence, for the purpose of enabling informed decision-making, risk identification, and product management support.
- 1.8. **“Terms”** or **“Terms of Use”** refers to these terms and conditions that govern access to and use of the Company Platform and its Services, outlining the respective rights, obligations, and restrictions applicable to all Users.
- 1.9. **“User”** means any individual who is authorized to access or use the Platform on behalf of a Client/organization, including employees, administrators, contractors, or other permitted representatives of such Client, as well as any person who visits or browses the Platform for informational purposes, whether or not such individual is a registered account holder.
- 1.10. **“Website”** refers to the official online presence of company at www.kontexity.com

2. ELIGIBILITY AND USER ACCOUNT

- 2.1. The Platform and Services are intended exclusively for enterprise and business customers. Access to and use of the Platform is permitted only to individuals who are eighteen (18) years of age or older and who are duly authorized to act on behalf of an organization, company, or other legal entity. The Platform is intended solely for business and enterprise use. Users must be authorized representatives of a Client and legally capable of entering into binding contractual obligations on behalf of such Client.

2.2. By accessing or using the Platform, you represent and warrant that:

- a) The Platform is intended solely for use by authorized representatives of organizations or other legal entities. Minors are not permitted to access or use the Platform under any circumstances. By accessing or using the Platform, you represent and warrant that you are at least eighteen (18) years of age and are duly authorized to act on behalf of an organization or legal entity. Any access or use of the Platform in violation of this clause may result in immediate suspension or termination of access.
- b) Legal Compliance- You are not subject to any legal, regulatory, or contractual restriction that prevents you from accessing or using the Platform or any of its Services.
- c) Account Integrity- You have not been previously suspended, terminated, or restricted by Company for breach of its Terms or for misuse of the Platform, and you agree not to create an account using false information or on behalf of any person other than yourself (unless duly authorized).
- d) Authorized Representation- If you are accessing or using the Platform on behalf of a Platform, organization, or other legal entity, you represent that you are authorized to act on its behalf and to bind such entity to these Terms.
- e) Account Responsibility- You are solely responsible for maintaining the confidentiality of your login credentials and for all activities conducted under your account. Company shall not be liable for any loss or damage arising from unauthorized access resulting from your failure to secure your account information.
- f) Company reserves the right to verify user eligibility at any time, request supporting documentation, and suspend or terminate access to the Platform if it determines that you do not meet the eligibility requirements or have provided false or misleading information.

3. SCOPE AND APPLICABILITY

3.1. These Terms govern all forms of access to and usage of the Platform, including but not limited to:

- a) Browsing the Platform or mobile application;
- b) Registering an account;
- c) Accessing application, dashboards, analytics, AI-generated insights, reports, alerts, and integrations;
- d) Managing Users, roles, and permissions;
- e) Connecting authorized third-party tools and data sources;
- f) Any other AI-enabled feature provided through the Platform;

3.2. These Terms apply uniformly to all users, whether registered or unregistered and by continuing to use the Platform, all users acknowledge their consent to these Terms.

3.3. Company reserves the right to modify, amend, suspend, or terminate any part of the Platform or these Terms at any time, at its sole discretion. Any updates or revisions shall be effective upon publication on the Platform, and continued use of the Platform after such publication constitutes your acceptance of the revised Terms.

4. **USE OF PLATFORM**

4.1. Acceptable Use: Users shall not misuse the Services, including attempting unauthorized access, introducing malicious code, or interfering with the integrity or performance of the Services.

4.2. By using the Platform, you consent to receive communications, notifications, and marketing materials from Company via email, SMS, or calls. You may opt out at any time.

4.3. Company reserves the right to monitor Platform activity and take appropriate legal or technical action to prevent or address any violation of these Terms.

4.4. All content, data, design elements, graphics, logos, images, text, audio or video clips, software, and any other material available on the Platform (including the Platform, mobile application, and related digital interfaces) are the exclusive property of

Company or its licensors. These materials are protected under applicable intellectual property and copyright laws.

- 4.5. You may not copy, reproduce, distribute, transmit, display, modify, create derivative works from, or otherwise exploit any part of the Platform or its content without the prior written consent of Company.

5. ACCOUNT REGISTRATION AND MANAGEMENT

- 5.1. To access certain features or Services, you may be required to create an account with Company. When registering, you must provide accurate and verifiable information, including your name, email address, phone number, and any other details requested.
- a) You shall not create an account using false information or impersonate another person or entity.
 - b) Company reserves the right to verify information and suspend or terminate any account that is found to contain inaccurate or misleading data.
 - c) You are responsible for safeguarding your password and account access.
 - d) Company shall not be liable for any unauthorized use of your account.
 - e) You may delete your account at any time, subject to settlement of any outstanding dues.

6. DATA PROTECTION & PRIVACY

- 6.1. Your access to and use of the Company Platform is governed by our Privacy Policy, which explains how we collect, store, use, share, and protect your personal data. By continuing to use the Platform, you acknowledge that you have read, understood, and agreed to the terms of the Privacy Policy, which is incorporated into these Terms by reference.
- 6.2. You agree that Company may collect, store, and process your personal information for purposes including, but not limited to:

- a) enabling AI-powered insights, analytics, summaries, alerts, and workflow intelligence strictly within the User's tenant environment;
- b) improving Platform performance and user experience;
- c) preventing fraud, enhancing security, and ensuring user authentication;
- d) responding to support requests, inquiries, and feedback; and
- e) complying with applicable legal, regulatory, and contractual requirements.

- 6.3. Data Ownership and Isolation: Clients retain full ownership of all data submitted to or processed through the Platform. Kontexity acts solely as a data processor and does not claim ownership over Client data. Data is logically isolated on a per-tenant(client) basis, and no data from one Client is accessed, shared, or used to generate insights for another Client.
- 6.4. Company implements commercially reasonable administrative, technical, and physical safeguards to protect personal data from unauthorized access, misuse, loss, or disclosure. However, no method of electronic transmission or storage is completely secure, and Company shall not be liable for breaches that occur beyond its reasonable control (including due to third-party systems or cyberattacks).
- 6.5. Where payments, communication services, or data storage are handled by third-party service providers, you acknowledge that your data may be shared with such partners strictly as necessary for Service delivery. Company does not control the practices of third-party Platforms and is not responsible for their privacy or security policies.
- 6.6. By using the Platform, you consent to receiving operational and promotional communications (including via email, SMS, phone calls, and push notifications). You may modify communication preferences where such options are provided.

- 6.7. For detailed information regarding data rights, retention periods, third-party sharing, cookies, marketing preferences, and opt-out mechanisms, please refer to the Privacy Policy available on the Platform.

7. NATURE OF SERVICES

The Company provides the following key Services through its AI-enabled digital Platform to support Product Managers, Chief Product Officers, and product teams in data-driven decision-making and execution oversight:

- 7.1. The Services may include AI-assisted features intended to support analysis and decision-making. Outputs are probabilistic in nature and may not be complete or error-free. Users remain responsible for all decisions made based on such outputs.

8. RELATIONSHIP BETWEEN PARTIES

- 8.1. The use of this Platform and any communication initiated through it does not create any agency, partnership, joint venture, employment, or fiduciary relationship between the user and Company. The Platform operates as an independent service provider.

- 8.2. Any professional engagement between the user and the Platform shall arise only upon the execution of a separate written agreement or confirmed work order specifying the scope of services, commercial terms, and obligations of both parties.

- 8.3. The user acknowledges that browsing, accessing, or interacting with the Platform is solely for informational purposes and does not constitute or imply any binding contractual relationship with the Platform.

9. USER OBLIGATIONS

By accessing or using the Company Platform, you agree to act responsibly, lawfully, and in good faith. You must ensure that your actions on the Platform do not violate

any applicable laws, the rights of others, or the integrity of the Platform. The following obligations apply to all users of the Platform:

- 9.1. **Lawful Use Only:** You shall use the Platform solely for lawful and authorized purposes and shall not engage in any illegal, fraudulent, misleading, or unauthorized activities.
- 9.2. **Content Responsibility:** You shall not upload, share, or transmit any content that is unlawful, defamatory, obscene, offensive, harassing, or that violates privacy, intellectual property, or other legal rights of any person.
- 9.3. **Prohibition on Spam and Unsolicited Communications:** You shall not use the Platform to send unsolicited messages, advertisements, promotions, bulk communications, or spam to any user or third party.
- 9.4. **Platform Security and Integrity:** You shall not attempt to access, disrupt, damage, hack, or interfere with the Platform, its systems, servers, or networks, including by introducing malware, viruses, or harmful code.
- 9.5. **Intellectual Property Compliance:** All Platform content is protected by applicable intellectual property laws. You shall not copy, modify, reproduce, distribute, or exploit any Platform content without prior written consent of the Company.
- 9.6. **No Misrepresentation or Misuse:** You shall not impersonate any person, provide false or misleading information, or use the Platform in a manner that may harm the Company or other users.

- 9.7. **Enforcement and Consequences:** Any breach of these obligations may result in suspension or termination of access to the Platform, and the Company reserves the right to take appropriate legal action where necessary.

10. THIRD-PARTY LINKS AND SERVICES.

- 10.1. The Platform may contain links to third-party websites, integrations, APIs, authentication providers, analytics services, and infrastructure partners. Company does not control or endorse such external Platforms and is not responsible for their content, privacy practices, or operations.
- 10.2. Your interactions with third parties are solely between you and such parties, and Company shall not be liable for any loss or damage resulting from such dealings.
- 10.3. Any trademarks, service marks, logos, brand names, or proprietary identifiers displayed on or referenced through the Platform that are not owned by the Company are the property of their respective owners. Such references are made solely for identification or informational purposes only. The Company does not claim any rights over such third-party intellectual property.

11. RETURN AND REFUND POLICY

Refunds, cancellations, and subscription termination shall be governed exclusively by the Cancellation and Refund Policy published on the Platform, which forms an integral part of these Terms.

12. DISCLAIMER OF WARRANTIES

- 12.1. The Platform and all content, materials, and services made available through it are provided on an “as is” and “as available” basis without any warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of quality, accuracy, reliability, completeness, merchantability, fitness for a particular purpose, or non-infringement.

- 12.2. Kontextity does not warrant that the Platform will operate uninterrupted, error-free, secure, or free from viruses or harmful components, or that any defects will be corrected. Access to the Platform may be suspended or restricted at Company's discretion for maintenance or updates.
- 12.3. AI Outputs Disclaimer: AI-generated insights, summaries, or recommendations are provided for informational and decision-support purposes only and should not be relied upon as definitive, legal, financial, or professional advice.

13. LIMITATION OF LIABILITY

- 13.1. To the fullest extent permitted by law, the Platform and its Services are provided on an "as is" and "as available" basis. The Platform makes no warranties, express or implied, regarding uninterrupted access, accuracy, reliability, or suitability of the content or Services. The Platform shall not be liable for any loss, damage, injury, or claim arising from:
- a) Errors, omissions, or inaccuracies in listings or communications.
 - b) Interruption, delay, or failure of Platform services due to technical issues, third-party integrations, or external system dependencies.
 - c) Unauthorized access to User data.
 - d) Force majeure events including natural disasters, technical failures, or governmental restrictions.

14. INDEMNIFICATION

- 14.1. You agree to indemnify, defend, and hold harmless Company, its affiliates, directors, officers, employees, and agents from and against all claims, losses, liabilities, damages, costs, and expenses (including legal fees) arising out of or related to:
- a) Your use of the Platform or Services;
 - b) Your breach of these Terms or applicable law;
 - c) Violation of rights of third parties, including intellectual property or privacy rights; or

d) Misconduct or negligence attributable to your actions.

15. TERMINATION AND SUSPENSION

15.1. Company may suspend or terminate access to the Platform, without prior notice, in cases of:

- a) Violation of these Terms;
- b) Fraudulent, abusive, or illegal activity;
- c) Security threats or technical disruptions; or
- d) Non-cooperation with lawful investigations.

15.2. Kontextity may suspend or terminate access immediately where continued use poses a security risk, including suspected compromise of credentials, abnormal access patterns, or violation of tenant isolation safeguards

15.3. Upon termination, your right to use the Platform ceases immediately, and Company shall have no further obligations, except as required by law.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

16.2. In the event of any dispute, controversy, or claim arising out of or in connection with these Terms, or the use of the Company Platform, the parties shall first make good faith efforts to resolve the matter amicably through mutual discussion and negotiation within 30 (thirty) days from the date one party provides written notice of the dispute to the other.

16.3. If the dispute remains unresolved after the negotiation period, it shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time:

- a) The arbitration shall be conducted by a sole arbitrator, mutually appointed by the parties.
- b) The seat and venue of arbitration shall be Pune, Maharashtra, India.
- c) The language of the arbitration shall be English.
- d) The arbitral award shall be final and binding on both parties and enforceable in accordance with applicable law.

16.4. Subject to the arbitration clause above, the courts at Pune, Maharashtra, India shall have exclusive jurisdiction over any applications, proceedings, or enforcement actions arising out of or relating to the arbitration process or its award.

16.5. Nothing in this clause shall prevent Company from seeking interim or injunctive relief from a competent court to protect its rights or prevent misuse of its intellectual property, confidential information, or the Platform.

17. NOTICE AND COMMUNICATION

17.1. All notices, requests, or communications under these Terms shall be in writing and may be sent to:

(ADDRESS)

Email: tushar@kontexity.com

18. FORCE MAJEURE

Company shall not be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, war, strikes, cyberattacks, internet outages, or governmental restrictions.

19. AMENDMENTS

The Platform reserves the right to amend or update these Terms of Use at any time. Changes will be effective upon posting on the Platform. Continued use of the Platform after such updates shall constitute your acceptance of the revised Terms.

20. DISCLAIMERS

- 20.1. The Platform, including all content, listings, features, and services, is provided by Company on an “as is” and “as available” basis without any warranties, guarantees, or representations of any kind, whether express or implied. To the fullest extent permitted by applicable law, Company, directors, employees, affiliates, agents, and licensors expressly disclaim all warranties, express, implied, statutory, or otherwise, including but not limited to:
- a) fitness for a particular purpose or use,
 - b) merchantability,
 - c) accuracy, reliability, timeliness, completeness, or suitability of any information,
 - d) title or non-infringement, and
 - e) continuous, error-free, secure, or virus-free operation of the Platform.
- 20.2. All information and materials on the Platform are provided for general informational purposes only. The Company does not warrant that such information is complete, accurate, current, or free from errors.
- 20.3. **No Guarantee of Results:** Any references to products, features, use cases, or outcomes are illustrative only. The Company does not guarantee specific business results, performance metrics, growth, or decision outcomes, as results depend on data inputs, user actions, and external factors.
- 20.4. **No Professional or Client Relationship:** Use of the Platform, submission of inquiries, or communication with the Company does not create any client, agency, partnership, or contractual relationship. Any formal engagement arises only through a separate written agreement.
- 20.5. **Third-Party Links:** The Platform may contain links to third-party platforms or services. The Company does not control or endorse such third parties and assumes

no responsibility for their content, availability, security, or practices. Access to third-party platforms is at the user's own risk.

20.6. **Service Availability:** The Company does not guarantee uninterrupted or continuous access to the Platform. Temporary interruptions may occur due to maintenance, updates, or technical issues beyond the Company's reasonable control.

20.7. **Technology and Security:** While reasonable security measures are implemented, the Company does not warrant that the Platform or communications are free from viruses, malware, or unauthorized access. Users are responsible for maintaining appropriate security safeguards.

20.8. **Demonstrative Content:** Any samples, screenshots, reports, visuals, or demonstrations displayed on the Platform are for representational purposes only and may not reflect actual deliverables. Such content shall not be copied, reused, or relied upon for unauthorized purposes.

20.9. **Limitation of Liability:** To the fullest extent permitted by law, the Company shall not be liable for any direct or indirect damages arising from:

- a) use of or inability to use the Platform;
- b) reliance on information provided on the Platform;
- c) interactions with third-party platforms;
- d) any error, omission, or interruption in Platform access.

Users access the Platform strictly at their own risk.

20.10. **Data Protection Disclaimer:** Although reasonable measures are taken to protect data, no system is fully secure. The Company shall not be liable for data loss, breaches, or unauthorized access resulting from factors beyond its reasonable control.

20.11. **Liability Cap:** Where liability cannot be excluded, the Company's aggregate liability shall be limited to the amount paid by the user, if any, for the specific Service giving rise to the claim.

20.12. **Jurisdictional Use:** The Company makes no representation that the Platform is suitable or available in all jurisdictions. Users accessing the Platform from outside India do so at their own risk and are responsible for compliance with applicable local laws.

21. MISCELLANEOUS

- a. **Severability:** If any provision of these Terms is deemed unlawful, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- b. **Assignment:** Users may not assign or transfer their rights or obligations under these Terms without Platform's prior written consent. Platform reserves the right to assign or transfer its rights and obligations under these Terms, including in the event of a merger, acquisition, or sale of assets, without notice or consent.
- c. **Entire Agreement:** These Terms, together with any additional policies referenced herein, constitute the entire Agreement between the Users and Company regarding the use of the Platform and Services. These Terms supersede all prior Agreements, understandings, or representations, whether written or oral, related to the subject matter.

22. CONTACT INFORMATION

For any security-related questions, concerns, or to report a vulnerability, please contact our security team:

Email: admin@[kontexity.com](mailto:admin@kontexity.com)