

## **KALPIFY TOKENIZING PLATFORM**

### **TERMS AND CONDITIONS OF USE**

This ‘KALPIFY TOKENIZATION PLATFORM- Terms and Conditions of Use’, contains terms and conditions (“**Terms & conditions**”) that constitute a legally binding agreement by and between P2 Koshayojan Services Pvt. Ltd., a private limited company duly incorporated under the provisions of the Companies Act, 1956/2013 (“**Company** “or “**we**”) and each end user (which includes a visitor/surfer) (“**You**”, “**you**” or “**user**”) of the Real World Asset Tokenization Platform of the Company (“**KALPIFY Tokenization Platform**”) available at [\*] or such other URL (“**Site**”) as may be designated by the Company from time to time.

“**RWA Token**” in these Terms & conditions means a token or similar digital item implemented on the Kalptantra Blockchain which uses smart contracts to link to or otherwise be associated with certain real-world asset(s).

#### **THESE TOKENIZATION PLATFORM TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND THE COMPANY**

**BY SUBMITTING A REQUEST TO TOKENIZATION ANY REAL-WORLD ASSET INTO RWA TOKEN ON OUR KALPIFY TOKENIZATION PLATFORM, YOU ARE DEEMED TO HAVE READ, ACCEPTED, EXECUTED AND AGREED TO BE BOUND BY THESE TOKENIZATION PLATFORM TERMS AND THE OTHER TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ANY PROVISION OF THIS TRADING PLATFORM TERMS, YOU SHALL NOT USE/ACCESS THE KALPIFY PLATFORM IN ANY MANNER.**

#### **1. KALPIFY TOKENIZATION PLATFORM**

- 1.1. The Company operates a Virtual Assets Tokenization Platform by the name of ‘KALPIFY TOKENIZATION PLATFORM’ wherein the users can Tokenize and fractionalize real-world assets such as land, buildings, plots, hospitals, malls, commodities, bullions etc. into Real World Asset Tokens (“RWA Tokens”) on the Company’s private blockchain, Kalptantra (“Kalp DLT”) or any other blockchain on to which the trading platform can be migrated at a later date.
  
- 1.2. The Company’s Kalpify Tokenization Platform has been made available solely for the people who have registered on the Platform as users by satisfying the eligibility criteria detailed under Clause 2 and completing the On-Boarding KYC Process (“**Registered Users**”). A visitor or surfer of the Kalpify Tokenization Platform being an unregistered user shall also comply with all the applicable provisions of these Terms & conditions which primarily include but is not limited to the eligibility criteria detailed under Clause 2.

- 1.3. Kalpify Platform is not a payment gateway, wallet provider, broker, financial institution or creditor. The Company may engage certain third-party payment gateways or aggregators (“**PG**”) to facilitate payment between the buyers and the sellers on the Kalpify Platform. Such payments shall be governed by the policies and terms and conditions of the authorized PG which we deem that you have consented to.
- 1.4. The Company may charge a Tokenization/transfer fee (“**Tokenization Fee**”) on every transaction/trade conducted on the Kalpify Tokenization Platform.
- 1.5. The Company shall not allow any unregistered user to Tokenize any Real-World Asset on the Kalpify Tokenization Platform.

## **2. ELIGIBILITY CRITERIA**

- (i) You are at least 18 years old;
- (ii) You are capable of entering and authorized to enter into a legally binding agreement;
- (iii) All information that you post on the Kalpify Tokenization Platform or provide to us is true and accurate;
- (iv) You have the authority and capability to enter into this Agreement abiding by all the provisions of these Terms & conditions;
- (v) You are not impersonating any person or entity;
- (vi) You are not subject to any financial sanctions, embargoes or other restrictive measures imposed by any regulated or law enforcement entities like SEBI, RBI, the UK Treasury, US Office of Foreign Assets Control (OFAC), United Nations Security Council, or any governmental or inter country authority (“**Sanctions**”) etc;
- (vii) You are not currently suspended or banned by the Company from accessing the Kalpify Tokenization Platform;
- (viii) You are not a politically exposed person;
- (ix) The jurisdiction in which you are situated does not prohibit you from using the platforms such as this Kalpify Tokenization Platform;
- (x) You are compliant of all the applicable laws which includes but are not limited to money laundering laws, taxation laws, securities laws, competition laws, foreign exchange laws and anti-terrorism laws.

## **3. REGISTERED USER’S ACCOUNT**

- 3.1. An account shall be created on the Kalpify Tokenization Platform for every Registered User after successfully completing all the On-Boarding KYC Process (“**Account**”).
- 3.2. By registering on the Kalpify Platform you understand that the Company reserves the right, in its sole discretion, to deny you access to this Platform or any portion thereof

without notice for the following reasons: (i) any unauthorized access or use by you; (ii) if you violate any provision of the Company's policies which includes this Platform Terms, Privacy Policy, or any other policy enacted and posted by the Company from time to time; (iii) a direction from any governmental authority; (iv) if the Company is of the opinion that your Account is being used for immoral or unlawful purposes or the transaction being made through your Account are suspicious; or (v) you fail to adequately response to the Company's intimations or queries raised with respect to your Account.

- 3.3. Your dashboard on the Kalpify Tokenization Platform will be linked to the Wallet and will display the RWA Token's owned by you and stored in the Wallet. You are solely responsible for keeping your Wallet secure and you shall never share your credentials of your Account or the Wallet with anyone
- 3.4. You agree to indemnify and defend the Company from any action brought against the Company to the extent that such action is based on a claim that any aspect of the Tokenized Real-World Asset infringes any third party rights.
- 3.5. If you feel the security of your Account and/or the Kalpify Wallet has been compromised, you shall immediately report it to us at [support@stoex.io](mailto:support@stoex.io). The Company bears no responsibility or liability for any unauthorized access or use of the Account or any loss or damage arising out of, or in relation to such unauthorized access or use.

#### **4. ASSUMPTIONS OF RISK**

##### **4.1. General Assumptions of Risk:**

- i) The Company will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained on the Kalpify Platform. The Company does not represent or warrant that any content on the Kalpify Platform is accurate, complete, reliable, current or error-free.
- ii) You acknowledge that any Tokenization of Real-World Assets on the Kalpify Platform must be with the knowledge and assumption of the risk that the Real World Asset and RWA Token may subsequently be removed from the Kalpify Platform as a consequence of a third party claim or infringement of the policies of the Company. The Company will not, under any circumstance, be held liable to you for removing infringing assets and their RWA Tokens from the Kalpify Platform.

- iii) The Company declares that the applicable regulatory landscape governing blockchain technologies, cryptocurrencies and other digital assets is uncertain and the issuance of new regulations, directions, judgements, adaptations by the legal authorities may have an adverse impact on the functioning, development and value of RWA Tokens. The Company shall not be responsible for any legal action or loss that you suffer due to your use of Kalpify Platform.
- iv) The Company makes no warranty that the services provided through the Kalpify Platform will meet your requirements, or that the Kalpify Platform will be uninterrupted, timely, secure, or error free. This includes loss of data, Hash or any service interruption caused due to any reason whatsoever. The Company is not responsible for transmission errors, corruption of data.
- v) Under no circumstances, the operation of all or any portion of the Kalpify Platform will be deemed to create a relationship that includes the provision or tendering of an investment advice.
- vi) The Company shall act within the bounds of the applicable laws. The Company endeavours to abide by the AML and CTF standards and hence, may report the suspicious financial transactions done by you on the Kalpify Platform to the appropriate authorities.

#### 4.2. Risks of Smart Contracts and Blockchain technology

- i) The transactions with respect to the transfer of Hash utilize experimental smart contract and blockchain technology which is a novel and evolving concept. There may be developments that compromise the functioning of these technologies and the Company disclaims all the liabilities in this regard.
- ii) The user accepts the inherent security risks of providing information and conducting business over the internet and acknowledge that Company assumes no liability or responsibility for any such failures, risks, or uncertainties, nor for any communication failures, disruptions, errors, distortions or delays that the user may experience when using the Kalpify Platform, however so caused.
- iii) The Kalpify Platform may experience or be the target of sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the platform.
- iv) The user acknowledges that the smart contracts once executed over the blockchain are permanent and immutable and there shall be no cancellation or refund of any transaction that has once been executed through the smart contract.

## **5. AMENDMENT TO THIS POLICY**

Any changes to be made to these Platform Terms will be effective once published on the website or upon release to the users of Kalpify Platform. Your continuous use of the Kalpify Platform or the services available therein is considered your acceptance of such amended terms. If you do not agree to any amendments in these Platform Terms, you must stop using the Kalpify Platform effective immediately. A frequent viewing of these Platform Terms is recommended for a better understanding of the Platform Terms that apply to access and use of the Kalpify Platform.

## **6. PROHIBITION OF USE**

UPON THE ACCESS AND USE OF THE KALPIFY PLATFORM, YOU REPRESENT AND CONFIRM THAT YOU ARE NOT A PART OF ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), ETC. MAI LABS PRIVATE LIMITEDRESERVES THE RIGHT TO DECIDE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR PROHIBIT, AS PER DISCRETION, THE USE OF THE KALPIFY PLATFORM IN CERTAIN COUNTRIES OR REGIONS.

## **7. DISCLAIMER**

- 7.1. THIS KALPIFY PLATFORM IS PROVIDED BY THE COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS KALPIFY PLATFORM OR THE INFORMATION, CONTENT INCLUDED ON THIS KALPIFY PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS KALPIFY PLATFORM IS AT YOUR SOLE RISK. THE COMPANY RESERVES THE RIGHT TO WITHDRAW OR DELETE ANY INFORMATION FROM THIS KALPIFY PLATFORM AT ANY TIME IN ITS DISCRETION.
- 7.2. YOU AGREE THAT YOUR USE OF THE KALPIFY PLATFORM SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE KALPIFY PLATFORM AND YOUR USE THEREOF.
- 7.3. WE HAVE EXERTED REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION PUBLISHED ON THE KALPIFY PLATFORM IS ACCURATE AT THE TIME OF POSTING; HOWEVER, THERE MAY BE ERRORS IN SUCH

INFORMATION FOR WHICH WE SHALL HAVE NO LIABILITY. WE RESERVE THE RIGHT TO REMOVE OR ALTER ANY OF THE INFORMATION CONTAINED ON THE KALPIFY PLATFORM AT OUR SOLE DISCRETION.

- 7.4. WE SHALL MAKE BEST ENDEAVOURS TO ENSURE THAT THE SERVICES PROVIDED ON THE KALPIFY PLATFORM ARE ERROR-FREE AND SECURE, HOWEVER, NEITHER THE COMPANY NOR ANY OF ITS PARTNERS, LICENSORS OR ASSOCIATES MAKES ANY WARRANTY THAT (I) THE KALPIFY PLATFORM WILL MEET USERS' REQUIREMENTS; (II) KALPIFY PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (III) THE QUALITY OF THE KALPIFY PLATFORM, INFORMATION, OR OTHER MATERIAL THAT USERS OBTAIN THROUGH THE KALPIFY PLATFORM WILL MEET USERS' EXPECTATIONS.
- 7.5. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING FROM OR RELATING TO THESE PLATFORM TERMS, THE KALPIFY PLATFORM, OUR CONTENT OR THIRD-PARTY MATERIALS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.6. TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE PLATFORM TERMS, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY EXCEED **USD 1000**.
- 7.7. YOUR USE OF THE KALPIFY PLATFORM AND/OR PURCHASE OF ANY MEDIA AND/OR KALPIFY ASSET DOES NOT CONSTITUTE ANY FORM OF PARTNERSHIP/VENTURE/INVESTMENT/UNIT SUBSCRIPTION/VOTING SHARE/COLLECTIVE INVESTMENT/FINANCIAL ASSISTANCE OR ANY OTHER COLLOBORATION BETWEEN YOU AND US. BUYING A MEDIA OR A KALPIFY ASSET DOESN'T ENTITLE YOU TO ANY RIGHTS IN THE KALPIFY PLATFORM AND THE COMPANY OR ANY OF ITS ASSETS.

## **8. COMPLIANCE**

- 8.1. You are responsible solely for making sure that your use of the Kalpify Platform is compliant with all laws, rules and regulations applicable to you.
- 8.2. Your right to access the services is automatically revoked where its use is prohibited or to the extent that the offering of the services on the Kalpify Platform violates any law, rule or provision applicable to you.

## **9. LICENSE**

Subject to compliance with these Platform Terms and the applicable laws, the Company grants you a non-transferable, nonexclusive, revocable and limited license to use and access the Kalpify Platform for your personal purposes. This license is given explicitly for you to use the services provided on the Kalpify Platform and the other platforms of the Company. The Company shall revoke this license if there is any unauthorized use of the license.

## **10. PRIVACY POLICY**

- 10.1. We respect the privacy of every individual and endeavour to establish best practices while processing personal data which is collected, transferred, collated, accesses by us.
- 10.2. At the time of your registration/sign-up and during your use of our platform, we collect data, information which may be personal or sensitive personal data. The information is processed according to the category of data and in compliance with the applicable data privacy laws.
- 10.3. Any information that is collected by us is used for a specific and legal purpose in accordance with our Privacy Policy available at [www.kalpify.io/privacy-policy](http://www.kalpify.io/privacy-policy).

## **11. MODIFICATION**

The Company reserves the right at any time to change, suspend, or discontinue the KALPIFY Platform in whole or in part with or without notice to the users. You agree that the Company will not be liable to you for any such act.

## **12. TAX COMPLIANCE**

You agree that you are solely liable for determining what, if any, taxes apply to your transactions on the Kalpify Platform, as per the applicable laws of any country in which you are residing or are situated. Neither the Company nor any other Third Party is responsible for determining the taxes that may apply to your Kalpify Assets transactions on any platform or service offered by the Company.

## **13. INDEMNIFICATION**

- 13.1. You shall at your own expense indemnify and defend the Company from any action brought against the Company to the extent that such action is based on a claim that any aspect of your Real World Asset that have been Tokenized infringes any third-party rights.
- 13.2. You shall fully indemnify, defend and hold harmless the Company its affiliates and its employees and directors, from and against any and all liability, claims, demands, actions, damages, costs, expenses, proceedings or investigations, whether judicial or administrative in nature, and/or other losses of any kind whatsoever (including, without limitation, reasonable attorneys' fees) (hereinafter referred to as the "Claims"), of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with the following:
- 13.3. Any breach of this Platform Terms or any other terms and policies of the Company incorporated in these Platform Terms by reference;
- 13.4. Any violation of applicable, state or local laws or regulations by you including claims by government, regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with your failure to comply with its regulatory/legal requirements and compliances;
- 13.5. Taxes/charges/cess/levies (and interest or penalties assessed thereon) against the Company that is your obligation;
- 13.6. Inaccuracy or incompleteness of any Account information, Content or other information provided or submitted by you in connection with your use of the Kalpify Platform.

## **14. ARBITRATION CLAUSE**

- 14.1. All or any disputes, controversy or claim, arising out or touching upon or in relation to the Platform Terms, including the interpretations and validity of the terms hereof and respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through Arbitration of a sole Arbitrator appointed mutually by the Parties. The Arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time.
- 14.2. The Seat and Venue of the Arbitration shall be in New Delhi, and the arbitration shall be conducted in English language.

## 15. MISCELLANEOUS

- 15.1. **Waiver:** The remedies herein reserved shall be cumulative, and in addition to any other remedies provided at law or equity. Any failure by the Company to enforce or insist upon strict compliance with any provision of these Platform Terms shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of these Platform Terms shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.
- 15.2. **Severability:** Each of the provision of these Platform Terms is separate and severable from the other. Any provision which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 15.3. **Entire Agreement:** These Platform Terms and the terms and conditions set out in these Platform Terms by reference, constitute the entire agreement between the user and the Company with respect to the subject matter hereof.
- 15.4. Notice: Any notice, consent or other communication permitted or required by these Terms & conditions, unless otherwise states, is to be given in writing and forwarded by email and/or registered post with acknowledgement due or hand delivery to the following address:

P2Koshyajoan Services Pvt. Ltd.  
91 Springboard Business Hub Pvt. Ltd,  
74/II, "C" Cross Road, Opp Gate No. 2,Seepz,  
Andheri East, Mumbai,  
Maharashtra,  
400093