

MATCHLOOM PLATFORM – STANDARD TERMS & CONDITIONS (STCs)

Last updated: June 2026

These Standard Terms & Conditions (“**STCs**”) govern access to and use of the **Matchloom Platform** and related services. By creating an account, accessing, or using the Platform Services, the Customer agrees to these STCs.

1. INTERPRETATION

1.1 Definitions

In these STCs, the following definitions apply:

Affiliate means, in relation to a person, any firm, company, corporation, partnership or other legal entity which **Controls**, or is **Controlled** by, or which is **Controlled** by an entity which **Controls**, that person.

Control (and its derivatives) means the direct or indirect ownership or ability to control more than fifty per cent (50%) of the voting rights in a legal entity, or the direct or indirect ability to control the appointment and removal of directors (or equivalent) constituting a majority of the board (or equivalent), or the direct or indirect ability to secure that the affairs of a company are conducted in accordance with a person's wishes.

Authorised Users means:

- (a) those employees, agents, and independent contractors of the Customer; and
- (b) those employees, agents, and independent contractors of the Customer's customers, suppliers, or other third parties (“**Third Party Authorised Users**”), who are authorised by the Customer to use the Platform Services once a **Subscription Contract** has been signed.

Business Day means a day other than a Saturday, Sunday, or public holiday in India when banks are open for business.

Confidential Information means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information under clause 16.

Customer means:

- (a) you and the business entity you represent; or

(b) where a **Subscription Contract** has been signed, the legal entity named in the **Subscription Contract**.

Customer Data means all Supplied Data supplied by, or on behalf of, the Customer.

Documentation means all documents, materials, and guidance (including videos) made available by Matchloom online or via the Platform, as updated from time to time, describing the Platform Services and usage instructions.

Matchloom means Matchloom Technologies Private Limited (or such other Matchloom group entity named in the **Subscription Contract**), having its principal place of business at [●].

Normal Working Hours means between 9:00 and 18:00 local India time, Monday to Friday, excluding public holidays in India ("**Working Day**").

Subscription Contract means the order form, statement of work, or subscription agreement signed by the Customer and Matchloom which references and incorporates these STCs.

Platform means the Matchloom application(s) and portal(s) made available online or otherwise by Matchloom.

Platform Services means:

(a) where no **Subscription Contract** has been signed, Matchloom's standard self-serve product and related services made available via the internet; and

(b) where a **Subscription Contract** has been signed, the services described in the applicable **Subscription Contract**.

Software means the software applications underlying or constituting the Platform.

Supplied Data has the meaning given in clause 9.1.1.

Third Party Suppliers has the meaning given in clause 9.1.1.

Third Party Technology has the meaning given in clause 9.1.2.

Virus means anything or device (including any software, code, file, or programme) which may prevent, impair or adversely affect the operation of any computer software, hardware, network, telecommunications equipment or service, or access to or the operation of any programme or data, including worms, trojan horses, viruses, and other similar things or devices.

Vulnerability means a weakness in computational logic (for example, code) found in software/hardware components that, when exploited, results in a negative impact to confidentiality, integrity or availability.

You means you, the individual accessing and using the Platform Services, and **Your** shall be construed accordingly.

1.2 Subscription Contract precedence

If a **Subscription Contract** has been signed by Matchloom and the Customer:

1.2.1 terms defined in the **Subscription Contract** shall have the same meaning when used in these STCs; and

1.2.2 any reference to a “Contract” means the Contract formed between Matchloom and the Customer consisting of the **Subscription Contract** and these STCs.

1.3 Applicability

Unless expressly stated otherwise, these STCs apply to Platform Services whether or not a **Subscription Contract** has been signed.

1.4 Interpretation rules

1.4.1 headings do not affect interpretation;

1.4.2 “person” includes an individual, corporate, or unincorporated body;

1.4.3 references to Platform Services include Platform and Documentation;

1.4.4 singular includes plural and vice versa, and references to gender include all genders;

1.4.5 “including” is without limitation.

2. USE OF PLATFORM SERVICES BEFORE A SUBSCRIPTION CONTRACT IS SIGNED

2.1 Scope

This clause 2 applies to Platform Services used before a **Subscription Contract** is signed.

2.2 Business users only

The Platform Services are available only to business users. You warrant that:

2.2.1 you are not a consumer; and

2.2.2 you represent a business entity and have authority to accept these STCs on its behalf.

2.3 Licence

Subject to these STCs, Matchloom grants you a non-exclusive, non-transferable right to use Platform Services solely for internal business operations.

2.4 Account registration

To use Platform Services, you must register for an account (“**Account**”). Your registration constitutes acceptance of these STCs. Matchloom may decline account creation in its sole discretion.

2.5 No sharing accounts

You must not allow third parties to use your Account. You are responsible for confidentiality and all activity under your Account.

2.6 Responsibility for use

All access and use under your Account is deemed performed by you.

2.7 Report unauthorised use

You must immediately notify Matchloom of any unauthorised use.

2.8 Logout requirement

You must log out at the end of each session. Use of another user’s Account is prohibited.

2.9 Suspension / termination

Matchloom may suspend, terminate, or restrict your Account and access at any time in its sole discretion.

3. USE OF PLATFORM SERVICES AFTER A SUBSCRIPTION CONTRACT IS SIGNED

3.1 Scope

This clause 3 applies after a **Subscription Contract** is signed.

3.2 Subscription licence

Subject to the Contract, Matchloom grants the Customer a non-exclusive, non-transferable right to permit Authorised Users to use Platform Services during the Subscription Term for internal business operations.

3.3 Third Party Authorised Users

Customer may authorise Third Party Authorised Users subject to compliance with the Contract.

3.4 Customer responsibilities for Authorised Users

Customer undertakes that:

- 3.4.1 Authorised Users shall not exceed any limits in the **Subscription Contract**;
- 3.4.2 Customer may replace an Authorised User if prior user is removed;
- 3.4.3 each Authorised User must maintain a secure password and change it at least every 6 months;
- 3.4.4 Customer maintains an up-to-date list of Authorised Users and provides it within 10 Business Days of request;
- 3.4.5 Matchloom may audit usage no more than once per quarter at its expense, with reasonable notice, without materially interfering with operations;
- 3.4.6 if any password is used by a non-Authorised User, Customer must disable it promptly;
- 3.4.7 underpayment discovered via audit must be paid within 30 days.

3.5 Privilege levels

The Platform may allow different access privileges. Customer is responsible for assigning correct privilege levels.

3.6 No automatic Affiliate rights

Unless stated in the **Subscription Contract**, rights are granted only to Customer and not to Customer Affiliates.

3.7 Affiliate access (if agreed)

If Customer Affiliates are permitted to use the Platform Services, Customer remains responsible for Fees and acts/omissions of Affiliates, and shall indemnify Matchloom against claims by Affiliates.

4. PLATFORM SERVICES BEFORE A SUBSCRIPTION CONTRACT IS SIGNED

4.1 Scope

This clause 4 applies to pre-**Subscription Contract** use.

4.2 Availability

Matchloom does not guarantee continuous availability or uninterrupted access. Matchloom may suspend, withdraw or restrict services for operational reasons.

4.3 Notice

Matchloom will try to provide reasonable notice but shall not be liable for failure to do so.

5. PLATFORM SERVICES AFTER A SUBSCRIPTION CONTRACT IS SIGNED

5.1 Scope

This clause 5 applies to post-**Subscription Contract** use.

5.2 Provision

During the Subscription Term, Matchloom shall provide Platform Services and make the Platform and Documentation available per the Contract.

5.3 Uptime / maintenance

Matchloom will use commercially reasonable endeavours to make Platform Services available 24/7, except for:

5.3.1 planned maintenance with at least 8 Normal Working Hours' notice; and

5.3.2 unscheduled maintenance with at least 2 Normal Working Hours' notice where reasonably possible.

6. OBLIGATIONS RELATING TO PLATFORM USE

6.1 Prohibited content

Customer shall not (and shall ensure Authorised Users and Third Party Suppliers do not) access, store, distribute, introduce, or transmit:

6.1.1 Viruses; or

6.1.2 unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, racially offensive material, or material facilitating illegal activity, sexually explicit content, unlawful violence, discrimination, or any illegal harmful content.

Matchloom may disable access to offending material without liability.

6.2 Restricted actions

Customer shall not (and shall ensure others do not):

6.2.1 copy, modify, create derivative works, or distribute any part of Software/Documentation, or reverse engineer;

6.2.2 use services to build a competing product;

6.2.3 provide services to third parties;

6.2.4 sell, rent, lease, transfer, assign, disclose or commercially exploit Platform Services;

6.2.5 attempt to gain unauthorised access;

6.2.6 introduce Viruses or Vulnerabilities to Platform or Matchloom systems.

6.3 Prevent unauthorised access

Customer shall use best endeavours to prevent unauthorised access and promptly notify Matchloom.

6.4 Issue reporting

Customer shall promptly provide written notice describing any Platform Services deficiency.

7. CUSTOMER DATA

7.1 Ownership

Customer owns all rights, title and interest in Customer Data (excluding any Matchloom-generated analytics or metadata, unless otherwise agreed) and is responsible for legality, accuracy, integrity and quality.

7.2 Personal data

Where Customer Data includes personal data, parties shall comply with the Data Processing Addendum (“DPA”) if applicable. In case of inconsistency, the DPA prevails.

8. GENERAL CUSTOMER OBLIGATIONS

8.1 Cooperation

Customer shall provide Matchloom with necessary cooperation and access to information required to provide Platform Services, including configuration and security access information.

8.2 Compliance and responsibilities

Customer shall:

- 8.2.1 comply with applicable laws and regulations;
 - 8.2.2 perform responsibilities in a timely manner;
 - 8.2.3 use Platform Services per these STCs;
 - 8.2.4 ensure Authorised Users comply with the Contract;
 - 8.2.5 obtain all necessary licences, consents and permissions;
 - 8.2.6 not grant sublicences;
 - 8.2.7 maintain systems consistent with specifications provided by Matchloom;
 - 8.2.8 be responsible for its connectivity and internet-related issues.
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9. THIRD PARTY SUPPLIERS AND DATA RESPONSIBILITY

9.1 Acknowledgements

Customer acknowledges:

9.1.1 Platform may aggregate and present data from Customer and third parties (including logistics, warehousing, transport and supply chain providers) ("**Third Party Suppliers**"), and all such data is "**Supplied Data**";

9.1.2 some functionalities require Third Party Technology licensed under separate terms;

9.1.3 Platform utility depends on accurate, complete, timely Supplied Data and continued availability of Third Party Technology;

9.1.4 Matchloom may modify services due to changes in Third Party Technology.

9.2 APIs

Matchloom may provide APIs to Customer and/or Third Party Suppliers to introduce Supplied Data.

9.3 Third Party Technology changes

If any third party ceases to provide Third Party Technology on reasonable terms, Matchloom may stop access to it without liability. Such changes do not entitle Customer to refunds or credits.

9.4 Customer responsibilities

Unless otherwise agreed in writing, Customer shall ensure:

9.4.1 supply of all Supplied Data;

9.4.2 accuracy, completeness and integrity of Supplied Data;

9.4.3 compliance with Third Party Technology licence terms.

9.5 Use at Customer risk

Use of Third Party Technology is at Customer's sole risk. Matchloom makes no warranties for it.

9.6 Exclusions

Matchloom is not responsible for loss/damage from:

9.6.1 Supplied Data failures or inaccuracies; or

9.6.2 Third Party Technology unavailability.

9.7 No obligation for extra support

Matchloom is not required to document or support APIs or integrations beyond what is generally provided, unless agreed in writing.

10. MATCHLOOM OBLIGATIONS

10.1 Before a Subscription Contract is signed

To the maximum extent permitted by law, Matchloom makes no warranties regarding Platform Services or accuracy/completeness of information provided.

10.2 After a Subscription Contract is signed

10.2.1 Matchloom undertakes that Platform Services will substantially conform to Documentation and be performed with reasonable skill and care.

10.2.2 Remedy: Matchloom will use reasonable endeavours to correct non-conformance or provide alternative means. This is Customer's sole remedy for breach of clause 10.2.1.

10.2.3 Matchloom warrants it holds necessary licences and permissions to perform obligations.

10.3 General disclaimers

Matchloom does not warrant that:

- (a) use will be uninterrupted or error-free;
- (b) services will meet Customer requirements;
- (c) services will be free from Vulnerabilities.

Matchloom is not responsible for issues caused by third-party services or data transfer limitations.

10.4 Similar products

Nothing prevents Matchloom from offering similar services to others.

10.5 Support

Unless expressly stated, Matchloom is not required to provide operational consulting; where it does, liability remains limited under these STCs/Contract.

11. PROPRIETARY RIGHTS

11.1 Matchloom and/or its licensors own all intellectual property rights in the Platform, Platform Services and Documentation. Except as expressly granted, no rights are transferred.

11.2 Matchloom confirms it has the rights necessary to grant the licences described.

12. INDEMNITY

Customer shall defend, indemnify and hold harmless Matchloom and its Affiliates against claims, losses, damages and costs arising from Customer's use of Platform Services, provided:

12.1.1 Customer receives prompt notice;

12.1.2 Matchloom provides reasonable cooperation at Customer expense; and

12.1.3 Customer has authority to defend/settle the claim in consultation with Matchloom.

13. LIMITATION OF LIABILITY

13.1 General

Except as expressly stated:

13.1.1 Customer is responsible for results obtained from Platform Services;

13.1.2 implied warranties are excluded to the maximum extent permitted by law;

13.1.3 Platform Services are provided "as is".

13.2 No Subscription Contract / free access

Where no **Subscription Contract** is signed and services are provided free of charge, Matchloom has no liability to the maximum extent permitted by law.

13.3 Where Subscription Contract is signed

13.3.1 Subject to clause 13.4, Matchloom shall have:

- (a) no liability for loss of profit, revenue, business, savings, goodwill, data, third party claims, or indirect/consequential loss; and
- (b) maximum aggregate liability limited to **50% of Fees paid** in the relevant year of the Contract.

13.4 Non-excludable liability

Nothing excludes liability for death or personal injury caused by negligence or for liabilities which cannot legally be limited.

14. FORCE MAJEURE

Matchloom is not liable for failure/delay due to events beyond reasonable control (including strikes, network failures, war, riot, government actions, disasters, and supplier defaults), provided Customer is notified where reasonably possible.

15. TERMINATION (SUBSCRIPTION CONTRACT CUSTOMERS)

15.1 Applicability

This clause applies where a **Subscription Contract** is signed.

15.2 Termination for breach

Either party may terminate for material breach not capable of remedy, or capable breach not cured within 60 days of written notice.

15.3 Insolvency

Either party may terminate immediately if the other becomes insolvent or enters bankruptcy/liquidation/administration.

15.4 Non-payment

Matchloom may terminate if Customer fails to pay after 30 days' written notice demanding payment.

15.5 Effects of termination

On termination:

15.5.1 rights end immediately and Customer must stop use;

15.5.2 parties return materials and documentation;

15.5.3 Matchloom may delete Customer Data unless Customer requests export within 10 days; data made available within 30 days subject to payment of outstanding fees;

15.5.4 accrued rights and claims remain unaffected.

16. CONFIDENTIALITY

16.1 Confidential handling

Each party must keep the other's Confidential Information strictly confidential.

16.2 Return of materials

Materials and copies must be returned upon demand or termination.

16.3 Permitted disclosures

Confidential Information may be disclosed to employees/advisers/agents who need to know, provided they comply with this clause.

16.4 Matchloom Confidential Information

Platform details and performance test results are Matchloom Confidential Information.

16.5 Customer Confidential Information

Customer Data is Customer Confidential Information.

16.6 Exceptions

Confidentiality does not apply where information:

- (a) must be disclosed by law/court;
- (b) becomes public without breach;
- (c) is independently known.

16.7 Survival

This clause survives termination/expiry.

17. GENERAL

17.1 Entire Agreement

The Contract (**Subscription Contract** + these STCs + referenced documents/policies) is the entire agreement. No reliance on statements not expressly included, except fraudulent statements.

17.2 Variation

No variation is effective unless in writing and signed by both parties.

17.3 Severance

If any term is invalid, it shall be modified to the minimum extent necessary to be enforceable.

17.4 No partnership

Nothing creates a partnership, fiduciary duty, or agency.

17.5 Waiver

No delay or failure to exercise rights constitutes a waiver.

17.6 Third party rights

Matchloom Affiliates may enforce limitations, warranties, indemnities and exclusions benefiting Matchloom. Except as stated, no third party has rights under these STCs.

17.7 Costs

Each party bears its own costs unless stated otherwise.

17.8 Notices

Notices must be in writing in English and delivered:

- (a) personally; or
- (b) by registered post/courier; or
- (c) by email as a PDF attachment to the email address specified in the **Subscription Contract**.

Notices are deemed received:

- (a) on delivery (personal);
- (b) 72 hours after posting; or
- (c) 24 hours after email dispatch to the correct address.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Neither party may assign/transfer/subcontract without written consent (not unreasonably withheld), except as below.

18.2 Matchloom may assign to any Affiliate without Customer consent.

18.3 Matchloom may subcontract obligations, but remains responsible.

19. GOVERNING LAW AND JURISDICTION

19.1 These STCs and any dispute (including non-contractual claims) are governed by the laws of **India**.

19.2 Courts of **Mumbai** shall have exclusive jurisdiction, subject to clause 19.3.

19.3 Matchloom reserves the right to bring proceedings against the Customer in any court of competent jurisdiction.

CONTACT

For questions about these STCs, contact: **company@matchloom.com**