

TERMS OF SERVICE

Last Updated: September 22, 2025

Thank you for visiting Aarth.net (the “Site”) operated by Aarth Corporation (“Aarth”, “we”, “us” or “our”). Before you use the Site, please read the following terms of service (the “Terms”), which govern your use of, interactions with or other access to the Site, any other websites which we operate and are linked hereto and any and all services we offer through or in connection with the Site, including our newsletter subscription services (collectively with the Site, the “Services”). These Terms constitute a binding contract between you, the “User,” and Aarth and apply to all users and visitors to the Site, including without limitation, users who are browsers or customers of the Services.

1. AGREEMENT

By accessing, using or otherwise interacting with any part of our Services, including, but not limited to, by subscribing to a Subscription Plan (as defined below) or creating an Account (as defined below), you agree to be bound by these Terms as well as all other policies, notices, terms and conditions posted on the Site, such as our **Privacy Policy** and any documents referenced or incorporated therein. You further represent and warrant that you have: (A) read and understand the provisions set forth in these Terms; (B) are of the legal age required to assent to and be bound by these Terms and all of our other policies, notices, terms and conditions; and (C) if applicable, you have the legal authority bind the entity which you represent to these Terms and all of our other policies, notices, terms and conditions. If you agree to these Terms on behalf of another person, company or other legal entity, “you” and “your” (as used herein and in all of our other notices, terms and conditions) will refer and apply to that person, company or other legal entity. This representation and warranty shall be personally enforceable against you.

If you do not agree to these Terms, the **Privacy Policy** and our other terms and conditions, then you should not, and have no right or authorization to, use the Services.

2. PRIVACY POLICY

We are committed to preserving your privacy in accordance with our Privacy Policy, which contains details concerning our practices for collecting, using, maintaining, protecting, and disclosing your information as well as the choices available to you regarding our use of your information, including Personal Information (as defined in the Privacy Policy). Please read the Privacy Policy carefully before using, accessing, or otherwise interacting with any of the Services.

3. CHANGES TO THE TERMS

We may modify, revise, replace or update these Terms, our Privacy Policy or any of our other notices, terms and conditions posted on the Site in our sole discretion, at any time, and without prior notice to you. All changes to the Terms are effective immediately upon posting and apply to all use of, interactions with and other access to the Services. If any change to these Terms, our Privacy Policy or any of our other notices, terms and conditions posted on the Site, is material, we will provide notice as to the change by posting on the Site or by otherwise communicating with you. We reserve the right, in our sole discretion, to determine whether a revision is material and our method of communication with you. To notify you of a change to the Terms, we may email you at the email address you have provided to us in connection with your Account. You are responsible for providing us with an accurate email address and for ensuring that the email address is up to date. You may change the email address associated with

your Account by successfully logging into your Account on the Site. The most recent update to the Terms is posted at the top and bottom of these Terms.

We encourage you to regularly check this page and the Site so that you understand our most current Terms, Privacy Policy or any of our other notices, terms and conditions posted thereon. Please note that your continued use of, access to or interaction with the Services after any revision to these Terms shall constitute your agreement to be bound by the revised Terms, our Privacy Policy or any of our other notices, terms and conditions. If any revisions are not acceptable to you, then you shall have no right to and must stop using the Services.

4. GENERAL OBLIGATIONS AND RESTRICTIONS

Your use of the Services is conditioned on strict compliance with these Terms. You may use the Services only for lawful purposes and in accordance with these Terms.

A. Use Restrictions

Subject to the following non-exhaustive list of restrictions and obligations, you hereby agree that you will not use, access or otherwise interact with the Services in any way that:

1. Is unlawful, fraudulent, defamatory, obscene, or otherwise harmful to us or any third party;
2. Violates any applicable laws, rules or regulations, or infringes or violates any other person's or entities' proprietary or other intellectual property rights;
3. Violates any of Aartha's notices, terms and conditions, including, but not limited to, these Terms and the Privacy Policy;
4. Defames, harasses, abuses, stalks, threatens or otherwise violates the legal rights of others such as rights of privacy and publicity;
5. Transmits, or assists in procuring the sending of, any advertising or promotional material without our prior written consent, including, but not limited to, any "junk mail," "chain letter," "spam," or any other similar solicitation;
6. Impersonates or attempts to impersonate us, any of our personnel, licensors, sponsors, affiliates, employees, agents, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
7. Is associated with or otherwise connected to the use of any robot, spider, or other automatic device, process, or means that accesses or otherwise interacts with the Services for any purpose, including monitoring or copying any of the intellectual property or Licensed Materials (as defined below) available on or through the Services;
8. Is related to any manual process concerning monitoring or copying any of the material, including, without limitation, the Licensed Material, available on or through the Services or, for any purpose not expressly authorized in these Terms, without our prior written consent; or
9. Encourages another individual or entity to engage in an activity that would constitute a violation of these Terms or any applicable law, rule or regulation.

B. Security Obligations

With regards to the security of the Services, you hereby agree that you will not use the Services in any manner that could disable, overburden, damage, or impair the Services including, but not limited to:

1. Introducing any viruses, trojan horses, worms, logic bombs or other materials that are malicious or are technologically harmful;
2. Taking any action or attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server(s) on which the Services are stored, or any server, computer, host or database connected to the Services;
3. Attacking the Services via any cyber-attack including, but not limit to, a denial-of-service attack or a distributed denial-of-service attack; or
4. Otherwise attempting to use any device, software, routine, technique, mechanism or other action that interferes with the proper function of the Services.

C. Distribution Obligations

You also hereby agree that you will not host, display, upload, publish, transmit, update or share any information on or through the Services that:

1. Belongs to another person or entity and to which you do not have any rights, including, without limitation, the content of the Newsletter (as defined below);
2. Is patently offensive or promotes physical harm or violent, abusive, threatening, obscene, defamatory, libelous or racist content or activity of any kind against any group or individual;
3. Harasses or advocates harassment of another user;
4. Exploits, harms, or attempts to exploit or harm, minors in any way, including, but not limited to, asking for or otherwise requesting or soliciting their Personal Information (as defined in the Privacy Policy);
5. Promotes any illegal or criminal activity or provides instructional information about such illegal or criminal activities;
6. Promotes information that is known to be false or misleading;
7. Infringes or promotes infringement of any intellectual property or other proprietary rights of any persons including, but not limited to, Aartha;
8. Generally involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter or advertising, without our prior written consent.

For avoidance of doubt, the Newsletter contains information generated by the Kamadhenu trading algorithm and all information contained in the Newsletter is intended solely for the individual that subscribes to a Subscription Plan. You shall not and shall not authorize any third party to: (i) modify, alter, decompile, disassemble or otherwise seek to reverse engineer the Kamadhenu trading algorithm, whether in whole or in part; (ii) allow anyone else to access or have access to the Newsletter or any components thereof; (iii) copy, sell, rent, lease, license, sublicense, transfer, assign or otherwise make available to any third parties the Newsletter or any components thereof; (iv) use the Newsletter for any commercial purpose (other than with respect to your own personal trading activities) or to provide consulting or other services to third parties, or (v) publish or distribute in any form to third parties the results of any research using the Newsletter or any information or material derived from the Newsletter.

We hereby reserve the right, but have no obligation to, monitor, edit or remove any content that you provide to us or that is viewable on the Site or through the Services, which we determine, in our sole discretion, violates or is inconsistent with these Terms, our Privacy Policy or any of our other notices, terms and conditions.

5. SUBSCRIPTION TERMS

A. Accounts

To access all of our Services, you will be required to create an account on our Site ("Account"). You must have an Account in order to subscribe to a Subscription Plan. Without an Account, you may still visit the Site, but will be unable to subscribe to a Subscription Plan or otherwise view the Newsletter. In connection with creating an Account, you will be required to enter certain credentials and information into the Site, including, but not limited to, your name, email address, billing address, payment information and password. By creating an Account on or through the Services, you represent and warrant that you are at least eighteen (18) years old and will:

1. Submit only truthful, accurate and up-to-date information to us in connection with the creation and maintenance of your Account;
2. Maintain the accuracy of such information for as long as your Account is active;
3. Not transfer your account to any other person or entity without express prior consent;
4. Not use any other person's Account without express prior consent; and
5. Not register for more than one (1) Account.

Once your Account is created and you establish your username, password or other access/log-in credentials (collectively "Credentials"), you must protect the security and confidentiality of your Account and such Credentials. You are solely responsible for any and all transactions occurring in connection with your Account, including, but not limited to, all subscriptions, and must immediately notify us of any unauthorized access or use of your Account or any other similar security breach. If someone accesses the Services using your Credentials and/or Account, we may rely on that access and complete any requested transactions. We hereby reserve the right to limit, restrict, modify, prohibit or otherwise take any action that we deem necessary to protect your Account, the Site and our Services, including, but not limited to, denying any request made in connection with your Account, refusing to process any subscription fee, requesting additional information from you to confirm your identity or authorization to access your Account, requiring you to change your Credentials or suspending or terminating your Account.

You may terminate your Account and any Subscription Plan at any time by logging into your Account on the Site. Once your Account is terminated, you will no longer be able to subscribe to a Subscription Plan. If you elect to terminate only your Subscription Plan, your Account will remain active, but you will no longer have access to future publications of the Newsletter.

You may use the Services, including, without limitation, the Newsletter that you may receive through the Services, exclusively for your personal and non-commercial use and only in a manner that complies with all applicable laws, rules and regulations and as is consistent with these Terms.

B. Subscription Plans

As part of the Services, you may subscribe to a subscription plan ("Subscription Plan"). In subscribing to a Subscription Plan, you will be required to enter into a customer agreement with us, which provides additional terms and conditions for your continued engagement with us. Under a Subscription Plan, you will be charged a daily, weekly, or monthly recurring fee ("Fee") at the then-current rate for such Subscription Plan. The chosen Subscription Plan will determine the frequency with which you receive a

newsletter ("Newsletter") containing securities trading scenarios powered by the Kamadhenu trading algorithm, news updates, and editorial commentary. You may access the Newsletter through one or more of the following methods: (i) via email directly to the email address provided by you, (ii) through text or other messaging service to the phone number provided by you, or (iii) by visiting the Site. By subscribing to a Subscription Plan, you hereby authorize us or our third party providers to contact you in connection with your Subscription Plan.

You hereby agree to provide current, complete and accurate purchase and Account information, and promptly update your Account and other information, including your billing address, email address, payment card numbers and expiration dates, so that we may process your Fee. We hereby disclaim any and all responsibility and liability for, and you assume the entire risk associated with, any inaccurate information that you provide or otherwise make available to us through your use of, access to or other interactions with the Services.

Once we receive your Fee, we will notify you of our receipt thereof (by email or other means) and you will promptly receive the current edition of the Newsletter. Subsequently, you will continue to receive future publications of the Newsletter in accordance with the frequency specified in your chosen Subscription Plan as long as your Subscription Plan remains active, and no Fees are overdue. Continuous access to the Newsletter is contingent upon the timely payment of any applicable Fees.

By subscribing to a Subscription Plan, you hereby authorize us or a third-party payment processor to charge the applicable daily, weekly, or monthly Fee to the payment card associated with your Account. We hereby reserve the right to change, alter or otherwise modify the Fees associated with any Subscription Plan or the availability of any Subscription Plan at any time in or to delay or omit publication on specific dates in our sole and absolute discretion and without prior notice to you.

Subscription Plans will automatically renew at the end of each billing cycle unless you cancel your Subscription Plan. We will provide notice of renewal and the associated renewal Fee through the email address you provide to us. You shall be deemed to have accepted the renewal Fee unless you cancel your Subscription Plan prior to the date of payment. You will not receive a refund of any portion of the Fee for the billing cycle in which you cancel your Subscription Plan.

If a payment attempt fails, we may notify you of the failed payment, and provide an opportunity for you to update your payment information. If the payment issue is not resolved within 10 days from the notice date, we may, at our sole discretion, cancel your Subscription Plan and/or your Account. In such cases, you must pay any outstanding Fees accrued up to the date of such cancellation.

Without limiting the WARRANTY DISCLAIMER Section of these Terms, we do not warrant that the quality of any services, information, or other material obtained by you will meet your expectations, or that any errors in the Service will be corrected. We are not preparing the Newsletter with consideration to any specific individual's financial situation, investment objectives, or particular needs, and all content contained in the Newsletter is impersonal, general in nature and intended for the public at large. Aartha does not and shall not be deemed to be providing any investment management, broker-dealer, or investment advisory services to you or to any other third party. You are solely responsible for determining the appropriate application, if any, of the contents of the Newsletter in the exercise of your securities investment decisions, and for any results, decisions, or analyses derived in whole or in part from such use of the Newsletter. We do not assure the accuracy of any forecasts, price adjustments or expected or ascribed values of any securities investments

contained in the Newsletter, and there is no guarantee any of the trading scenarios mentioned in the Newsletter will be profitable. You should be prepared to bear the loss of any investment.

6. VIOLATIONS OF THESE TERMS AND OUR SUSPENSION AND TERMINATION RIGHTS

We have the right to investigate and determine in our sole discretion whether you have violated the provisions of these Terms, our Privacy Policy or any other notices, terms and conditions posted on our Site. We may involve and cooperate with law enforcement authorities in prosecuting you if you actually violate or are suspected of having violated any of the foregoing. You hereby acknowledge and agree that we have no obligation to monitor your use of, interactions with or other access to the Services, but that we have the right to do so for the purposes of operating the Services and ensuring your compliance with these Terms, the Privacy Policy, any of our other notices, terms and conditions or other applicable laws, rules, regulations or court orders.

You hereby acknowledge and agree that we have the right to change, disable, suspend, terminate or discontinue any part of the Services, including without limitation, your Account, Credentials or Subscription Plan or your use of, interactions with or other access to the Services, in our sole discretion, at any time, and without prior notice to you, for any reason or in response to your violation of these Terms, the Privacy Policy, any of our other notices, terms and conditions or applicable laws, rules, regulations or court orders.

You hereby further acknowledge and agree that a violation of these Terms, the Privacy Policy and any of our other notices, terms and conditions will cause substantial harm to us, monetary damages for which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, in response to your violation or any suspected violation, we reserve the right to limit, suspend or terminate your right to access the Services and pursue ex-parte equitable or other legal remedies, including without limitation, injunctive relief or emergency restraining orders, against you without the obligation to post any surety or bond, to the fullest extent permitted by law. The remedies set forth in this Section are not exclusive and shall be cumulative of any other remedies available to us at law or in equity.

7. INTELLECTUAL PROPERTY POLICY

A. General

All content available through the Services, including, without limitation, all information, software, text, displays, images, video files, audio files, and photographs and the design, selection, and arrangement thereof delivered through the Services, as well as any trademarks, logos or other identifying characteristics of the Services, and all other proprietary and intellectual property rights, are owned by Aartha and its licensors (collectively, the “Licensed Material”).

The Licensed Material is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Under these Terms, you are permitted to use the Licensed Material solely for your personal and non-commercial use. We and our licensors retain all right, title and interest in and to any intellectual property as well as other applicable proprietary rights in the Licensed Material. Your use of, interactions with, or other access to the Services and any Licensed Materials available on or accessible through the Services is not intended and does not grant you any right, title or interest in or to the Licensed Materials. Except as we may expressly authorize in writing, you may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display,

publicly perform, publish, adapt, edit or create derivative works from the Licensed Materials or use the Licensed Materials in connection with any product or service without our prior written consent.

You must seek permission from Aartha if you desire to use the Licensed Materials and any other content available on or through the Services in any way that is not authorized by these Terms. Aartha may, in its sole and absolute discretion take action against you as it deems necessary to prevent or recover from your infringement of its or any third party's rights in any copyrights, trademarks, patents, trade secrets or other intellectual property or proprietary rights.

B. Digital Millennium Copyright Act

We respect the copyrights of others. If you believe that your work is accessible on or through the Services in a way that constitutes copyright infringement in accordance with the Digital Millennium Copyright Act 17 U.S.C § 512(c)(3) (the "DMCA"), you may notify us by sending an email or a written notice to our designated agent for infringement claims, which includes the following information:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of a right that is allegedly infringed;
2. A description of the copyrighted work claimed to have been infringed or, if multiple copyrighted works on our Site or available through the Services are covered by a single notification, a representative list of such works;
3. An identification of the material(s) that is/are claimed to be infringing and access to which is requested to be disabled, in addition to information reasonably sufficient to permit us to locate such material, such as a specific URL;
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address);
5. A statement by you, expressly indicating that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you under the penalty of perjury that the information in the notification is accurate and that you are authorized to act on behalf of the rights-holder whose right is allegedly infringed.

Our designated copyright agent to receive DMCA notices is:

Aartha Corporation
Agent for Claims of Infringement:
Moses & Singer LLP
405 Lexington Avenue
New York, NY 10174
ATTN: Robert S. Wolf
rwolf@mosessinger.com
(212) 554-7800

If you fail to comply with all of the requirements of § 512(c)(3) of the DMCA, your DMCA notice may not be effective.

Please be aware that if you knowingly and materially misrepresent that material or activity on the Site or displayed anywhere else via the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under § 512(f) of the DMCA.

8. THIRD PARTY SERVICES AND CONTENT

The Services may include links to other sites and services that we do not operate, and certain functions of the Services may facilitate your access to functions, content, sites, or services operated by third parties (collectively, "Third Party Services"). We do not verify or endorse the content or actions of Third Party Services and have no control over and assume no responsibility for your use of, interactions with or other access to such Third Party Services.

Your use of Third Party Services is subject to the respective terms, conditions, and privacy policies of the third parties that operate such Third Party Services. We are not responsible for the privacy practices, functionality or content of the Third Party Services and assume no liability or responsibility for your use of, interactions with or access to such Third Party Services. You are solely responsible for reading and complying with any licenses, restrictions, privacy policies, terms of use or service or other terms and conditions that govern the use of any Third Party Services you choose to access, visit, or link to through your use of the Services and you are solely liable for any violations of those terms and conditions that arise out of or relate to your use of the Third Party Services. You hereby acknowledge and agree that you assume the entire risk associated with your use of, interaction with or other access to any Third Party Services and your use of or reliance on such Third Party Services.

Before using any Third Party Services, we strongly advise you to read any licenses, restrictions, privacy policies, terms of use or service or other terms and conditions applicable to such Third Party Services.

9. INDEMNIFICATION

You hereby agree to indemnify, defend and hold harmless Aartha, our parents, subsidiaries, affiliates, licensors and service providers, and our and their respective partners, principals, officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including, but not limited to, reasonable attorneys' fees and costs associated with pursuing any insurance coverage) (collectively, the "Claims") arising out of or relating to: (A) your violation of these Terms, the Privacy Policy or any of our other notices, terms and conditions and the subject matter thereof, including without limitation, your use of, interactions with, or other access to the Services, whether authorized or unauthorized; (B) your violation of any law, rule, regulation or third party rights, including without limitation, intellectual property and other proprietary rights pertaining to or associated with your use of the Licensed Materials, products or Services; and (C) any content that you submit or that is submitted through your Account to us.

10. WARRANTY DISCLAIMER

We do not warrant the accuracy, timeliness, completeness, or usefulness of any of the information available on or through the Services whether under a Subscription Plan or otherwise. Any reliance you place on such information is strictly at your own risk.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND AARTHA MAKES NO EXPRESS OR IMPLIED WARRANTY CONCERNING THE SERVICES, WHETHER IN WHOLE OR IN PART, AND AARTHA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE IS NO GUARANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION OR THAT OUR SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

By using, interacting with or otherwise accessing the Services, you also hereby acknowledge and agree that we may from time to time, update content available on or through the Services, including without limitation, the Licensed Materials. Such updates do not necessarily constitute content, information or availability that is complete or up-to-date. At any time, any of the content, information or availability displayed or otherwise made available on or through the Services may be out of date, and we are under no obligation to update such content, information or availability.

11. LIMITATION OF LIABILITY

YOU HEREBY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR USE OF, INTERACTION WITH OR OTHER ACCESS TO THE SERVICES REMAINS WITH YOU. IN NO EVENT WILL AARTHA, OR AARTHA'S AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, RELIANCE, EXEMPLARY OR INDIRECT DAMAGES OR ANY LOST PROFITS ARISING OUT OF OR RELATING TO THE SERVICES, THESE TERMS, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SITE CONTENT, HOWEVER CAUSED OR ALLEGED, REGARDLESS OF WHETHER AARTHA OR THE INDEMNIFIED PARTIES HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH ANY TRADING LOSSES, FOREGONE GAINS OR FAILURE TO SUCCESSFULLY IMPLEMENT AN INVESTMENT STRATEGY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT AARTHA AND THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND CAUSED BY ANY CYBER-ATTACK, INCLUDING WITHOUT LIMITATION, ANY DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF, INTERACTION WITH OR OTHER ACCESS TO THE SERVICES OR ANY CONTENT CONTAINED THEREON OR THROUGH ANY THIRD PARTY SERVICES.

EXCEPT TO THE EXTENT DAMAGES ARISE FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT, THE PARTIES FURTHER AGREE THAT, IN NO EVENT WILL AARTHA OR THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR SITE CONTENT, HOWEVER CAUSED OR ALLEGED, IN EXCESS OF THE FEES PAID OR PAYABLE TO AARTHA UNDER YOUR SUBSCRIPTION PLAN DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

12. CHOICE OF LAW AND VENUE; JURY WAIVER

You agree that these Terms, our Privacy Policy or any of our other notices, terms and conditions shall, for all purposes, be governed by and construed in accordance with the laws of the State of New York other than those laws that would defer to the substantive laws of another jurisdiction. Any action based on,

relating to, arising out of, or alleging a breach of these Terms, our Privacy Policy or any of our other notices, terms and conditions must be brought in a state or federal court in New York, New York and the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue of such courts over such claims. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS, OR THE USE OR INABILITY TO USE THE SERVICES.

13. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties hereto. Unless otherwise specified herein, the Terms, our Privacy Policy or any of our other notices, terms and conditions govern your use of, interactions with or other access to the Services and supersede all prior or contemporaneous communications and agreements (whether oral, written, or electronic) between you and Aartha with respect to your use of, interactions with or access to the Services. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

14. NO WAIVER

No waiver of a right under these Terms will be effective unless it is in writing. No single waiver of a right shall be deemed a further or continuing waiver of such right or any other provision. In addition, a delay or failure to assert any right under these Terms, or to partially assert that right, or a single exercise of that right, shall not in itself constitute a waiver of that right as provided in these Terms.

15. SEVERABILITY

If any part of these Terms is held invalid or unenforceable for any reason by any court of competent jurisdiction, it shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties. The invalidity or unenforceability of any part or provision of these Terms will not affect the validity of the rest of the Terms, which shall remain in full force and effect.

16. SURVIVAL

These Terms are effective unless and until terminated either by you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using the Services. The obligations and liability of the parties incurred prior to termination shall survive the termination of these Terms for all purposes.

17. MISCELLANEOUS

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without your prior consent and without notifying you of any assignment.

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control.

The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms of Service.

18. CONTACT US

If you have any comments or queries about these Terms, you may email us at support@aartha.net.

Last Updated: 09/22/2025