



1. INTRODUCTION AND STRUCTURE

1.1 These Terms and Conditions (“**Conditions**”) together with any applicable Statement of Work, Order Form, proposal, or service confirmation document (each, an “**SOW**”) constitute a legally binding agreement (the “**Agreement**”) between **Algorithmic Intel Matrix** and the entity or individual accessing or using the Services (the “**Customer**”).

1.2 ALGORITHMIC INTEL MATRIX is a data intelligence and technology company providing survey infrastructure, global data exchange, and AI-driven analytics and insight services.

1.3 By accessing, using, or subscribing to ALGORITHMIC INTEL MATRIX’s Services, the Customer agrees to be bound by this Agreement. If the Customer does not agree, it must refrain from using the Services.

1.4 In the event of any conflict or inconsistency between these Conditions and an SOW, the terms set out in the SOW shall prevail to the extent of such conflict.

1.5 These Conditions shall apply to the exclusion of any other terms or conditions that the Customer seeks to impose or incorporate, whether by reference, trade practice, or course of dealing, unless expressly agreed in writing by ALGORITHMIC INTEL MATRIX.

1.6 The Customer shall remain fully responsible and liable for all Affiliates, end clients, employees, contractors, or other authorized users who access or use the Services under its account, and shall ensure that such users comply with this Agreement at all times.

2. PROVISION OF SERVICES

2.1 ALGORITHMIC INTEL MATRIX provides a comprehensive suite of data intelligence services, which may include, without limitation:

- Design, programming, and deployment of online surveys
- Access to global respondent panels and data exchange networks
- Provision of survey studio platforms and research tools
- Data collection, validation, processing, and enrichment services
- AI-powered analytics, predictive modeling, and insight generation

2.2 ALGORITHMIC INTEL MATRIX shall use commercially reasonable skill, care, and diligence in the provision of the Services, consistent with generally accepted industry standards.

2.3 Subject to the Customer's compliance with this Agreement and payment of applicable fees, ALGORITHMIC INTEL MATRIX grants the Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services solely for its internal business purposes.

2.4 ALGORITHMIC INTEL MATRIX reserves the right, at its sole discretion, to suspend, restrict, or terminate access to the Services, in whole or in part:

- (a) where the Customer breaches this Agreement;
- (b) where necessary to perform maintenance, upgrades, or security measures;
- (c) where required to comply with applicable laws or regulatory requirements; or
- (d) where ALGORITHMIC INTEL MATRIX reasonably believes that the Services are being misused or used in a manner that could harm ALGORITHMIC INTEL MATRIX, its systems, or third parties.

2.5 ALGORITHMIC INTEL MATRIX may, from time to time, update, modify, enhance, or discontinue any aspect of the Services, including features and functionalities. ALGORITHMIC INTEL MATRIX will use reasonable efforts to notify Customers of any material changes.

3. CUSTOMER DATA

3.1 The Customer retains all rights, title, and interest in and to any data, materials, or content submitted, uploaded, or otherwise provided to ALGORITHMIC INTEL MATRIX in connection with the Services ("**Customer Data**").

3.2 The Customer hereby grants ALGORITHMIC INTEL MATRIX a worldwide, non-exclusive, royalty-free license to:

- (a) host, store, process, and use Customer Data as necessary to provide the Services;
- (b) analyze Customer Data for operational, performance, and service improvement purposes; and
- (c) use anonymized, aggregated, and de-identified data derived from Customer Data for the purposes of developing, improving, training, and enhancing ALGORITHMIC INTEL MATRIX's services, technologies, and AI models.

3.3 ALGORITHMIC INTEL MATRIX shall not use Customer Data in identifiable form for any purpose other than providing the Services, unless expressly authorized by the Customer or required by law.

3.4 The Customer represents and warrants that it has obtained all necessary rights, permissions, and consents required to provide the Customer Data to ALGORITHMIC

INTEL MATRIX and to permit ALGORITHMIC INTEL MATRIX to process such data in accordance with this Agreement.

4. DATA PROTECTION AND PRIVACY

4.1 Each party shall comply with all applicable data protection and privacy laws, including but not limited to:

- The General Data Protection Regulation (**GDPR**)
- The Digital Personal Data Protection Act, 2023 (**India DPDP Act**)
- Any other applicable international or local data protection laws

4.2 For the purposes of applicable data protection laws:

- The Customer shall act as the **Data Controller**
- ALGORITHMIC INTEL MATRIX shall act as the **Data Processor**, unless otherwise expressly agreed

4.3 The Customer shall be solely responsible for:

- (a) obtaining valid, informed, and freely given consent from all respondents;
- (b) providing clear and compliant privacy notices;
- (c) ensuring that all data collection and processing activities are lawful.

4.4 ALGORITHMIC INTEL MATRIX shall implement appropriate technical and organizational measures designed to protect personal data against unauthorized access, disclosure, alteration, or destruction.

4.5 Where personal data is transferred across jurisdictions, ALGORITHMIC INTEL MATRIX shall ensure that appropriate safeguards are in place, including standard contractual clauses or equivalent mechanisms.

5. AI-DRIVEN ANALYTICS AND INSIGHTS

5.1 ALGORITHMIC INTEL MATRIX utilizes advanced artificial intelligence and machine learning technologies to analyze data and generate insights, forecasts, and recommendations.

5.2 The Customer acknowledges and agrees that:

- (a) AI-generated outputs are probabilistic and may vary in accuracy;
- (b) such outputs may not be complete, error-free, or suitable for all purposes;
- (c) human judgment and independent validation are required when interpreting results.

5.3 ALGORITHMIC INTEL MATRIX shall not be liable for any decisions, actions, or outcomes resulting from the Customer's reliance on AI-generated outputs.

6. CUSTOMER OBLIGATIONS

6.1 The Customer shall:

- (a) provide accurate, complete, and lawful data;
- (b) cooperate with ALGORITHMIC INTEL MATRIX as reasonably required;
- (c) comply with all applicable laws and regulations;
- (d) maintain the confidentiality and security of account credentials.

6.2 The Customer shall not:

- (a) use the Services for unlawful, fraudulent, or unethical purposes;
- (b) upload or distribute offensive, infringing, or harmful content;
- (c) attempt to reverse engineer, decompile, or replicate the Services;
- (d) use the Services to develop competing products or services.

6.3 The Customer shall remain responsible for all acts and omissions of its authorized users.

7. SURVEY AND RESPONDENT COMPLIANCE

7.1 The Customer shall ensure that all surveys:

- (a) comply with applicable laws, regulations, and industry standards;
- (b) are fair, transparent, and not misleading;
- (c) respect the rights, privacy, and dignity of respondents.

7.2 Unless expressly agreed in writing, the Customer shall not collect personally identifiable information through surveys.

7.3 ALGORITHMIC INTEL MATRIX's role is limited to facilitating survey deployment and data processing and does not include obtaining respondent consent on behalf of the Customer.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 ALGORITHMIC INTEL MATRIX retains all rights, title, and interest in and to:

- Its platform, software, and infrastructure
- AI models, algorithms, and systems
- Methodologies, frameworks, and tools

8.2 The Customer retains ownership of its Customer Data and survey content.

8.3 Any enhancements, improvements, or modifications to the Services shall remain the exclusive property of ALGORITHMIC INTEL MATRIX.

8.4 Any feedback provided by the Customer may be used by ALGORITHMIC INTEL MATRIX without restriction or obligation.

9. FEES AND PAYMENT

9.1 The Customer shall pay all fees specified in the applicable SOW.

9.2 Unless otherwise agreed, all invoices shall be payable within thirty (30) days of the invoice date.

9.3 ALGORITHMIC INTEL MATRIX reserves the right to suspend or terminate Services in the event of non-payment.

9.4 All fees are exclusive of applicable taxes, including GST, which shall be payable by the Customer.

10. WARRANTIES AND DISCLALGORITHMIC INTEL MATRIXERS

10.1 ALGORITHMIC INTEL MATRIX warrants that it shall provide the Services with reasonable skill and care.

10.2 Except as expressly stated, the Services are provided on an “as is” and “as available” basis.

10.3 ALGORITHMIC INTEL MATRIX does not warrant that:

- the Services will be uninterrupted or error-free;
 - the outputs will meet the Customer’s specific requirements or expectations.
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11. LIMITATION OF LIABILITY

11.1 Nothing in this Agreement excludes liability for fraud, willful misconduct, or death/personal injury.

11.2 Subject to the above, ALGORITHMIC INTEL MATRIX’s total liability shall not exceed the total fees paid by the Customer in the preceding twelve (12) months.

11.3 ALGORITHMIC INTEL MATRIX shall not be liable for:

- indirect or consequential losses;
 - loss of profits, revenue, or business opportunities;
 - decisions made based on data or insights.
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12. INDEMNITY

12.1 The Customer shall indemnify and hold ALGORITHMIC INTEL MATRIX harmless from any clAlgorithmic Intel Matrixs, damages, or losses arising out of:

- (a) Customer Data;
 - (b) breach of this Agreement;
 - (c) violation of applicable laws or third-party rights.
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13. CONFIDENTIALITY

13.1 Each party shall keep confidential all information received from the other party.

13.2 Confidential information shall only be used for purposes of this Agreement.

13.3 These obligations shall survive termination of the Agreement.

14. TERM AND TERMINATION

14.1 This Agreement shall commence on the Effective Date and continue for the duration specified in the SOW or until terminated.

14.2 Either party may terminate the Agreement:

- (a) for material breach not remedied within a reasonable period;
- (b) upon insolvency of the other party;
- (c) for non-payment of fees.

14.3 Upon termination:

- access to the Services shall cease;
 - the Customer may export its data within a limited period;
 - ALGORITHMIC INTEL MATRIX may delete data thereafter, subject to legal obligations.
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15. SECURITY

15.1 ALGORITHMIC INTEL MATRIX shall implement industry-standard security measures designed to protect systems and data.

15.2 Notwithstanding the foregoing, no system can be guaranteed to be completely secure, and ALGORITHMIC INTEL MATRIX disclaims any guarantee of absolute security.

16. FORCE MAJEURE

16.1 Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to natural disasters, network failures, or government actions.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement shall be governed by the laws of India.

17.2 The courts located in Ranchi, Jharkhand shall have exclusive jurisdiction.

18. MISCELLANEOUS

18.1 This Agreement constitutes the entire agreement between the parties.

18.2 Any amendments must be made in writing and agreed by both parties.

18.3 If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Last Updated April 14, 2026