

1. Acceptance of Terms

1.1 Legal Agreement

By accessing or using the website **nyaayam.ai** (the “**Site**”) and any related services (collectively, the “**Services**”), you (“**you**,” “**user**,” or “**your**”) agree to be bound by these Terms of Service (“**Terms**”). If you do not agree to these Terms, you must refrain from using the Site or Services.

1.2 Electronic Consent

Your use of the Services constitutes your electronic signature to these Terms, which signifies that you have read, understood, and agree to be legally bound by them.

2. Definitions

- “**Nyaayam**,” “**we**,” “**us**,” “**our**”: Refers to Nyaayam AI Technologies Pvt. Ltd, including its successors and assigns.
- “**Site**”: Refers to the website located at <https://nyaayam.ai> and any subdomains or mobile applications if and when available.
- “**Services**”: Includes any offerings on the Site, such as AI-based legal research tools, lawyer suggestions, court case analytics, lawyer ratings, and other related features.
- “**User**”: Any individual or entity that visits, browses, or uses the Services.
- “**Content**”: Any information made available by or through the Site, including text, data, analytics, legal case status, user profiles, lawyer ratings, or other materials.

3. Scope of Services

3.1 Legal Research, Not Legal Advice

Nyaayam provides AI-based tools to facilitate **legal research** and **information** about court cases, lawyers, analytics, and other related data. **We do not provide legal advice or function as a law firm.** Any information provided by our AI or our analytics is **for informational purposes only** and **should not** be interpreted as legal advice. For legal advice, you should consult a **registered legal practitioner**.

3.2 Lawyer Suggestions and Ratings

We may suggest lawyers based on certain data analytics, including **lawyer performance in court cases**. Our ratings or suggestions are **opinions based on available data** and **do not constitute endorsements or guarantees** of their services. Any engagement or communication you have with a lawyer is solely between you and the lawyer, and we have no liability for the advice or services provided by such professionals.

3.3 Court Case Status & Analytics

We aggregate and display information regarding court cases, including real-time or near real-time updates, past judgments, or other publicly available data. While we strive for accuracy, **we cannot guarantee** that this information is always current, complete, or free of errors.

3.4 Freemium Model

Certain basic features of the Services are available to users free of charge, subject to usage limits. Additional features or expanded usage may require payment under a

subscription or pay-per-use model ("**Paid Services**"). **Rate limits** and other restrictions based on each **user's plan** will be detailed at the time of subscription.

4. Eligibility

4.1 Age Requirement

You represent and warrant that you are at least **18 years of age** or otherwise capable of entering into a legally binding agreement under the laws of India. If you are using the Services on behalf of a company or other entity, you represent that you have the authority to bind that entity to these Terms.

4.2 Compliance with Laws

You agree to use the Services only in accordance with **applicable laws and regulations**. You shall not use the Services in any manner that could subject Nyaayam to liability under any applicable law or regulation.

5. User Accounts

5.1 Account Registration

To access certain features of the Services, you may need to **create an account**. During registration, you may be asked to provide certain personal information, including your **email address, mobile phone number, name, occupation**, etc.

5.2 Account Security

You are responsible for maintaining the **confidentiality** of your username and password. You agree to **notify us immediately** of any unauthorized use of your account or any other breach of security.

5.3 Accurate Information

You represent and warrant that all information provided during registration and in your account is **true, complete, and up-to-date**. You agree to promptly update your information if it changes.

5.4 Communication and Feedback

By creating an account and providing your contact information, you consent to **Nyaayam contacting you for feedback**, to gather user insights, or for any other **legitimate business purposes** relating to the Services. You may opt out of receiving certain communications by following the unsubscribe link or instructions provided in our emails.

5.5 Account Suspension, Removal, or Deletion

We **reserve the right**, in our **sole discretion**, to **block, suspend, remove, or delete** your user account at any time for **any reason**, including but not limited to violations of these Terms, suspected fraudulent activity, or for any action that we believe may harm or misrepresent Nyaayam or other users. In such cases, we may also restrict your access to the Services without prior notice.

6. Payment Terms

6.1 Paid Services

If you choose to subscribe to any **Paid Services**, you agree to pay all applicable fees in accordance with the pricing and payment terms presented to you at the time you subscribe.

6.2 Billing and Rate Limits

Different subscription tiers or paid plans may have different **rate limits** or usage allowances. If you exceed the applicable rate limits, we may **restrict or suspend** your access to the Services until you upgrade to a suitable plan or until your usage falls within the limits.

6.3 Refund Policy

Unless otherwise stated, **all payments are non-refundable**. However, we may, in our sole discretion, provide refunds or credits in extenuating circumstances.

7. User-Generated Content (Future Provision)

7.1 Future Community Features

While we currently do not allow users to upload or submit Content (e.g., documents, queries, forum posts), **we may introduce** such functionalities in the future. When that happens, additional or updated terms will apply to the submission and usage of that Content.

7.2 Ownership and License

If and when user-generated content is enabled, any Content you submit would remain **your property**, but you would grant Nyaayam a **non-exclusive, worldwide, royalty-free license** to use, reproduce, modify, publish, and distribute such Content to provide, improve, and promote our Services.

7.3 Prohibited Content

You agree not to submit any Content that is **unlawful, defamatory, obscene, hateful, or infringes** on any third-party intellectual property rights.

8. Intellectual Property Rights

8.1 Ownership

All **intellectual property rights** in the Site and Services (including text, graphics, trademarks, service marks, logos, and software) are owned by or licensed to Nyaayam.

8.2 Limited License

Nyaayam grants you a **limited, non-exclusive, non-transferable** license to access and use the Services for your personal or internal business use **in accordance with these Terms**. You shall **not**:

- Copy, modify, or create derivative works of the Services;
- Decompile, reverse engineer, or otherwise extract source code from the Services;
- Sell, rent, lease, or otherwise commercially exploit the Services except as expressly permitted.

9. Privacy Policy

9.1 Separate Document

We maintain a **separate Privacy Policy** that explains how we collect, use, and protect your personal information. You are encouraged to review the Privacy Policy to understand our privacy practices.

9.2 Data Collection

We collect your **email, mobile phone, name, occupation**, etc., for account creation, communication, and to improve the Services. By using the Services, you consent to the collection and use of this information as described in our **Privacy Policy**.

10. Disclaimers

10.1 No Legal Advice

All information provided by Nyaayam, whether through AI models, analytics, or other means, is **general in nature** and is **not** a substitute for professional legal advice. **We do not create an attorney-client relationship**, and we do not accept any responsibility for actions taken based on this information.

10.2 Accuracy of Information

While we strive to ensure the accuracy of court data, lawyer ratings, and other analytics, **we do not guarantee** that the information is **error-free, complete, or up-to-date**. You **acknowledge** that the legal landscape changes frequently, and data sources may have inaccuracies.

10.3 Third-Party Links

The Site may contain links to third-party websites. Such links do not imply any endorsement or association. **We are not responsible for** the content or services of these third-party sites.

10.4 No Warranty

To the fullest extent permitted by law, the Services are provided on an “**as is**” and “**as available**” basis without any representations or warranties, express or implied.

11. Limitation of Liability

11.1 General Limitations

To the **maximum extent permitted by Indian law**, Nyaayam, its officers, directors, employees, or agents shall **not be liable** for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for **loss of profits, goodwill, use, data**, or other intangible losses.

11.2 Total Liability

In any event, our total liability under or in connection with this TOS shall be **limited** to the fees paid (if any) by you to Nyaayam for use of the Services in the six (6) months preceding the event that gave rise to the liability.

11.3 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. In such jurisdictions, our liability shall be **limited to the greatest extent permitted by law**.

12. Indemnification

You agree to **defend, indemnify, and hold harmless** Nyaayam, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, **arising out of or in any way connected** with your access to or use of the Services, your violation of these Terms, or your infringement of any intellectual property or other rights of any person or entity.

13. Termination

13.1 Right to Terminate or Suspend

We may terminate or suspend your access to the Services at any time, **with or without cause**, and **with or without notice**. This includes our right to **block, remove, or delete** user accounts under **Section 5.5** if we determine it is necessary.

13.2 Effect of Termination

Upon termination, your right to access or use the Services will **immediately cease**. Sections of these Terms intended to survive termination shall remain in full force and effect (e.g., Disclaimers, Limitation of Liability, Indemnification).

14. Governing Law & Dispute Resolution

14.1 Governing Law

These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of **Bengaluru, Karnataka, India**.

14.2 Jurisdiction

You agree that all disputes, claims, or proceedings arising out of or relating to these Terms shall be subject to the **exclusive jurisdiction of the courts located in Bengaluru, Karnataka, India**.

15. Changes to These Terms

We reserve the right to modify or replace these Terms at our **sole discretion**. If we make material changes, we will **notify you** by posting an announcement on the Site or sending you an email. Your continued use of the Services following the posting of any changes constitutes your acceptance of those changes.

16. Miscellaneous

16.1 Entire Agreement

These Terms, together with any other legal notices or policies published by us on the Site, constitute the **entire agreement** between you and Nyaayam regarding the use of the Services.

16.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid or enforceable, and the remaining provisions shall remain in full force and effect.

16.3 No Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

16.4 Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. We may freely assign these Terms without restriction.

16.5 Headings

The headings in these Terms are for convenience only and have no legal or contractual effect.

17. Contact Information

If you have any **questions or concerns** about these Terms, please contact us at:

Nyaayam AI Technologies Pvt. Ltd

Email: berty@nyaayam.ai

Last Updated: 19.03.2025