

# TERMS & CONDITIONS - PROMOVECYC.COM ( WEBSITE)

ProMove – Craft Your Careers  
Operated by Muntaz Energy Private Limited  
Effective Date: 18 march 2026.

## PREAMBLE :

This Master User Agreement (“Agreement”) is entered into between:

**Muntaz Energy Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office in Karnataka, India (hereinafter referred to as “Company” or “ProMove”),

AND

The **individual, student, parent/guardian, institution, or entity** accessing or using ProMove services (hereinafter referred to as “User”).

This Agreement governs all present and future interactions, whether direct or indirect, between the User and ProMove across:

- Digital platforms (including website, dashboards, Innovation Cloud)
- Physical interactions (events, workshops, institutional programs)
- Third-party integrations and partnerships
- Any upgrades, extensions, or future services introduced by ProMove

The User expressly acknowledges that:

- This Agreement is legally binding upon acceptance, whether through explicit consent (checkbox, signature) or implied conduct (usage, payment, access)
- The Agreement shall apply irrespective of whether the User has read each clause in detail
- Continued use of the Platform constitutes ongoing acceptance of the Agreement and its updates

By accessing the Platform, creating an account, enrolling in any program, or making any payment, the User irrevocably agrees to be bound by this Agreement without limitation, condition, or qualification.

## 2. DEFINITIONS AND INTERPRETATION (EXPANDED)

For the purpose of this Agreement, the following terms shall have the meanings assigned below, unless the context otherwise requires:

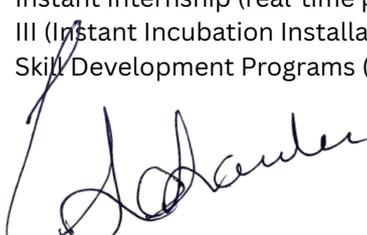
### 2.1 Core Definitions

“Platform” shall mean and include, without limitation:

- The official website(s) operated by ProMove
- ProMove Innovation Cloud
- User dashboards, portals, and backend systems
- APIs, integrations, and third-party connected systems
- Communication channels including email, WhatsApp, notifications
- Any digital or physical infrastructure, whether owned, licensed, or operated by ProMove

“Services” shall include all current and future offerings of ProMove, including but not limited to:

- Startup School (entrepreneurship education programs)
- Instant Internship (real-time product and innovation development engagement)
- III (Instant Incubation Installation for institutions)
- Skill Development Programs (AI/ML, Cybersecurity, Aviation, etc.)



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- Problem Bank ecosystem
- Innovation Cloud platform access
- Mentorship programs, workshops, hackathons, competitions, and events
- Any additional services, tools, or programs introduced by ProMove

“User Content” shall mean any and all data, information, content, materials, ideas, concepts, innovations, submissions, feedback, designs, projects, documents, or intellectual output submitted, uploaded, created, or shared by the User on or through the Platform.

**“Intellectual Property (IP)” shall include, without limitation:**

- Patents and patentable subject matter
- Copyrights and related rights
- Trademarks, trade names, and brand assets
- Trade secrets and confidential information
- Algorithms, models, frameworks, methodologies
- Software, databases, and system architectures
- Any derivative works or improvements thereof

**“Fees” shall mean any and all monetary consideration payable to ProMove, including:**

- Program fees
- Subscription charges
- Platform access fees
- Institutional service charges
- Any additional costs communicated to the User

“Access Rights” shall mean the limited, non-exclusive, non-transferable, revocable right granted by ProMove to the User to access and use the Platform and Services strictly in accordance with this Agreement.

## 2.2 Interpretation

**In this Agreement:**

- Words in the singular shall include the plural and vice versa
- References to any gender shall include all genders
- Headings and titles are for convenience only and shall not affect interpretation
- The terms “including” and “includes” shall be interpreted as “including without limitation”
- Any ambiguity shall be interpreted in a manner that preserves enforceability and protects ProMove’s interests

This Agreement shall be interpreted in accordance with the Indian Contract Act, 1872, and other applicable laws.

## 3. SCOPE OF AGREEMENT AND APPLICABILITY

This Agreement applies comprehensively to:

- All Users accessing the Platform
- All Services provided by ProMove
- All transactions, payments, and enrollments
- All interactions involving User Content and IP
- All institutional and individual engagements



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## **This Agreement shall:**

- Override any verbal assurances, informal commitments, or marketing representations
- Apply uniformly across B2C and B2B engagements unless a separate written agreement explicitly overrides specific clauses
- Extend to all future services, updates, features, and platform expansions introduced by ProMove

The User agrees that no reliance shall be placed on:

- Statements not expressly included in this Agreement
- Promotional material unless contractually incorporated

## **4. ELIGIBILITY, REPRESENTATIONS, AND WARRANTIES**

### **4.1 User Representations**

The User hereby represents and warrants that:

- They possess full legal capacity to enter into this Agreement
- All information provided is true, accurate, and complete
- They are not restricted or prohibited under any applicable law

### **4.2 Minors**

Where the User is a minor:

- The parent or legal guardian provides valid consent
- The guardian assumes full responsibility for the minor's actions
- ProMove shall not be held liable for misuse by minors

### **4.3 Institutional Users**

Institutional Users represent that:

- They have authority to bind the organization
- They will ensure compliance by students, faculty, and staff
- They accept responsibility for institutional participation

### **4.4 Breach of Representations**

Any misrepresentation shall result in:

- Immediate suspension or termination
- Forfeiture of all fees paid
- Potential legal action for damages

## **5. NATURE OF SERVICES AND DISCLAIMERS**

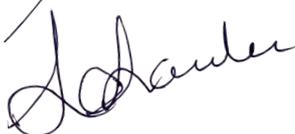
The User expressly acknowledges and agrees that:

- ProMove provides educational, innovation-driven, and ecosystem-based services
- Services are non-tangible, intellectual, and experience-based in nature
- Outcomes depend on multiple variables beyond ProMove's control

### **ProMove does not guarantee:**

- Employment or job placement
- Income or financial returns
- Startup success or funding
- Academic or regulatory outcomes

All services are provided on an "as-is" and "as-available" basis.



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## 6. PAYMENT TERMS AND FINANCIAL OBLIGATIONS

### All Users agree that:

- Fees must be paid in full prior to access
- Payments are processed via authorized gateways (e.g., Razorpay)
- Taxes including GST shall be applicable

### Failure to comply with payment terms may result in:

- Suspension of access
- Termination of services
- Denial of certification

## 7. ABSOLUTE NO REFUND AND PAYMENT FINALITY

### The User expressly agrees that:

- All payments made are final, irrevocable, and non-refundable
- No cancellations or reversals shall be permitted

### This applies under all circumstances including:

- Change of mind
- Dissatisfaction
- Non-participation
- Technical issues
- Personal or financial constraints

### The User further:

- Waives any right to initiate refunds or disputes
- Agrees not to initiate chargebacks

### Any violation shall be treated as:

- Breach of contract
- Grounds for legal recovery

## 8. INTELLECTUAL PROPERTY AND CONTENT RIGHTS

### 8.1 ProMove Ownership

All platform elements, including:

- Innovation Cloud
- Problem Bank
- Systems and frameworks

Remain exclusive property of ProMove.

### 8.2 User Content Rights

By submitting content, the User grants ProMove:

- Perpetual, irrevocable, worldwide rights
- Rights to use, modify, commercialize, and distribute

### 8.3 Co-Creation and Derived IP

Where ProMove contributes:

- Co-ownership or licensing rights may arise
- Royalty arrangements may be established

### 8.4 Restrictions

User shall not:

- Copy or replicate systems
- Reverse engineer platform
- Use IP without authorization



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## 9. LIMITATION OF LIABILITY (COMPREHENSIVE AND EXHAUSTIVE)

To the fullest extent permitted under applicable law, the User expressly acknowledges and agrees that ProMove, including its directors, officers, employees, affiliates, partners, mentors, consultants, and service providers, shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with the use of the Platform or Services.

### This includes, without limitation:

- Loss of profits, revenue, or anticipated business opportunities
- Loss of data, intellectual property, or digital assets
- Business interruption or reputational damage
- Failure to achieve expected outcomes including employment, funding, or startup success
- Any reliance placed by the User on platform outputs such as Innovation Score, mentorship inputs, or ecosystem opportunities

The User further agrees that ProMove's total aggregate liability, under any circumstances and regardless of the nature of the claim (contract, tort, negligence, or otherwise), shall be strictly limited to the total Fees actually paid by the User for the specific Service giving rise to the claim.

The User acknowledges that this limitation of liability is a fundamental basis of the Agreement and reflects a fair allocation of risk.

## 10. INDEMNIFICATION AND DEFENSE OBLIGATIONS

The User agrees to fully indemnify, defend, and hold harmless ProMove and its associated entities, including their respective directors, employees, representatives, and partners, from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Any breach of this Agreement by the User
- Misuse or unauthorized use of the Platform or Services
- Violation of any applicable law, regulation, or third-party rights
- Any intellectual property infringement arising from User Content or innovations submitted by the User
- Any false, misleading, or fraudulent information provided by the User

This indemnification obligation shall survive termination of this Agreement and shall apply regardless of whether ProMove was aware of the potential risk at the time of entering into this Agreement.

## 11. TERMINATION, SUSPENSION, AND ENFORCEMENT RIGHTS

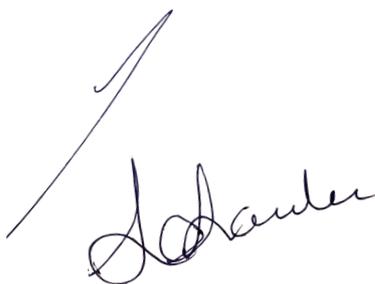
ProMove reserves the absolute and unilateral right to suspend, restrict, or terminate the User's access to the Platform and Services at any time, without prior notice, and without liability, under the following circumstances:

- Breach or suspected breach of any provision of this Agreement
- Fraudulent, abusive, or illegal activity
- Misuse of platform infrastructure or intellectual property
- Non-payment or payment disputes

### Upon termination:

- All access rights granted to the User shall immediately cease
- The User shall not be entitled to any refund or compensation
- ProMove reserves the right to retain or delete User data as per its internal policies

Termination shall not affect any accrued rights, obligations, or liabilities of either party, including those relating to intellectual property, indemnity, and limitation of liability.



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## 12. FORCE MAJEURE AND UNFORESEEABLE EVENTS

ProMove shall not be held liable for any failure, delay, or disruption in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to:

- Natural disasters, acts of God, or environmental events
- Government actions, regulatory changes, or legal restrictions
- War, civil unrest, or public emergencies
- Technical failures, internet outages, or infrastructure breakdowns
- Pandemic or epidemic situations

In such events, ProMove shall make commercially reasonable efforts to resume services as soon as practicable, but shall not be liable for any resulting losses or damages incurred by the User.

## 13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of India, including but not limited to:

- The Indian Contract Act, 1872
- The Information Technology Act, 2000
- The Consumer Protection Act, 2019 (to the extent applicable)

The courts located in Bangalore, Karnataka, shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement, subject to the arbitration clause below.

## 14. DISPUTE RESOLUTION AND ARBITRATION (MULTI-LAYERED)

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement:

### Step 1: Amicable Resolution

The parties shall first attempt to resolve the dispute through good faith negotiations within a period of 30 (thirty) days from the date of written notice.

### Step 2: Arbitration

If the dispute remains unresolved, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

- The arbitration shall be conducted by a sole arbitrator appointed by ProMove
- The seat and venue of arbitration shall be Bangalore, Karnataka
- The language shall be English
- The decision of the arbitrator shall be final and binding

The User expressly agrees to waive any objection to such arbitration proceedings.

## 15. ASSIGNMENT AND TRANSFER OF RIGHTS

The User shall not assign, transfer, sublicense, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of ProMove.

ProMove, however, shall have the unrestricted right to assign, transfer, or delegate its rights and obligations under this Agreement to:

- Any affiliate or group entity
- Any successor entity in the event of merger, acquisition, restructuring, or sale

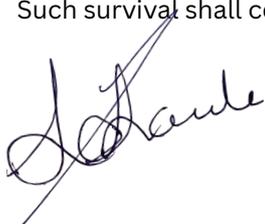
This Agreement shall be binding upon and inure to the benefit of such successors and assigns.

## 16. SURVIVAL OF CLAUSES

The following provisions shall survive termination or expiration of this Agreement:

- Intellectual Property Rights
- Payment Obligations
- No Refund Clause
- Limitation of Liability
- Indemnification
- Dispute Resolution

Such survival shall continue indefinitely to the extent necessary to enforce rights and obligations.



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## 17. ENTIRE AGREEMENT AND NON-RELIANCE

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, communications, or agreements, whether oral or written.

The User expressly acknowledges that:

- They have not relied on any statement, representation, or assurance not expressly set out in this Agreement
- No external communication shall override this Agreement unless formally documented in writing and signed by ProMove

## 18. WAIVER AND SEVERABILITY

Failure by ProMove to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce such provision at any future time.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable:

- The remaining provisions shall continue in full force and effect
- The invalid provision shall be replaced with a valid provision that closely reflects the original intent

## 19. COMMUNICATION AND ELECTRONIC CONSENT

The User agrees that:

- All communications may be made electronically via email, platform notifications, or messaging systems
- Electronic records and communications shall be considered legally valid and enforceable

The User consents to receive:

- Transactional updates
- Program notifications
- Marketing communications (unless opted out where applicable)

## 20. ACCEPTANCE AND BINDING EFFECT

By accessing the Platform, registering an account, enrolling in any Service, or making any payment, the User:

- Confirms that they have read and understood this Agreement in full
- Acknowledges that they are entering into a legally binding contract
- Agrees to comply with all terms, conditions, and obligations contained herein

This Agreement shall be enforceable to the fullest extent permitted by applicable law.

## 22. AUTHORISED SIGNATORY – COMPANY

For and on behalf of

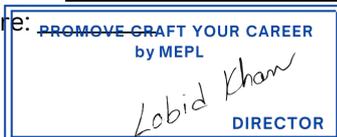
Muntaz Energy Private Limited

(Operating as ProMove – Craft Your Careers)

Name: Mohammed Labid Khan

Designation: Director - Head of Scalability and external affairs

Signature:



## 23. LEGAL REVIEW & AUTHENTICATION

Reviewed and approved by:

Legal IPR & Corporate Advocate

Name: Sonali Thete

Firm : Trademarkia

Signature: 