

TERMS OF SERVICE

iMentus Technologies Pvt. Ltd.

Last Updated: 23 February 2026

1. ABOUT iMentus

iMentus Technologies Pvt. Ltd. (“**iMentus**”, “Company”, “we”, “us”, or “our”) is a global technology consulting and product engineering company specializing in:

- Blockchain & Web3 Engineering
- Smart Contract Development
- DeFi, DAO & Digital Asset Infrastructure
- AI & Machine Learning Solutions
- Data Engineering & Cloud Architecture
- Enterprise Software Development
- DevOps, Automation & RPA
- Staff Augmentation & Dedicated Engineering Teams

These Terms of Service (“**Terms**”) govern all services provided by iMentus and form part of any proposal, Statement of Work (“SOW”), or Master Services Agreement (“MSA”) executed between iMentus and a client (“Client”, “you”).

By engaging iMentus, you agree to these Terms.

2. STRUCTURE OF AGREEMENT

These Terms operate as a Master Services framework.

Each engagement shall be governed by:

1. These Terms
2. A mutually executed SOW
3. Any specific commercial agreement

In case of conflict, the SOW shall prevail.

3. SERVICES

iMentus provides professional technology services including but not limited to:

3.1 Blockchain & Web3 Development

- Layer 1 & Layer 2 Blockchain Development
- Smart Contracts (Solidity, Rust, Move, etc.)
- DeFi Protocols
- NFT & Token Development
- DAO Governance Systems
- Exchange & Wallet Infrastructure
- Blockchain Bridges & Cross-Chain Solutions

3.2 AI & Machine Learning

- Predictive Analytics
- NLP & Computer Vision
- ML Model Development
- Data Pipelines & Automation
- AI-powered Applications

3.3 Enterprise Engineering

- Cloud-native Applications
- Data Engineering & Warehousing
- DevOps & CI/CD Automation
- QA & Performance Testing
- Dedicated Engineering Teams

All Services are delivered in accordance with the applicable SOW.

4. ENGAGEMENT MODELS

Services may be provided under:

- Time & Material
- Fixed Cost / Milestone-based
- Dedicated Team
- Staff Augmentation

Commercials, deliverables, timelines, and acceptance criteria will be detailed in the SOW.

5. CLIENT RESPONSIBILITIES

The Client shall:

- Provide complete and accurate requirements
- Ensure regulatory compliance in its operating jurisdictions
- Provide timely feedback and approvals
- Maintain security of production systems
- Pay all fees as agreed

Project delays caused by Client dependencies may result in timeline or cost revisions.

6. FEES, INVOICING & PAYMENT

- Fees shall be as defined in the SOW.
- Invoices must be paid within agreed timelines.
- Late payments may result in service suspension.
- All fees are exclusive of applicable taxes unless stated otherwise.
- Client is responsible for VAT, GST, withholding tax, or equivalent charges.

Failure to pay constitutes material breach.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership of Deliverables

Upon full payment:

- Custom-developed Deliverables become Client property.
- Ownership excludes iMentus pre-existing tools, accelerators, libraries, and frameworks.

7.2 Retained Rights

iMentus retains ownership of:

- Proprietary methodologies
- Development frameworks
- Reusable modules

- Know-how, trade secrets, and technical processes

7.3 Open-Source Software

Projects may incorporate open-source components subject to respective licenses.

8. BLOCKCHAIN & DIGITAL ASSET DISCLAIMER

Client acknowledges:

- Blockchain networks are decentralized and beyond iMentus control.
- Gas fees, forks, validator failures, or protocol changes may affect functionality.
- Smart contracts carry inherent risks even after audits.
- Market volatility may impact token value.

iMentus is not liable for:

- Crypto-asset losses
 - Network congestion
 - Third-party exploits
 - Validator misconduct
 - Regulatory enforcement actions
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9. AI & MACHINE LEARNING DISCLAIMER

AI/ML systems:

- Operate probabilistically
- Depend on data quality
- May produce variable outcomes

Nothing developed by iMentus constitutes:

- Investment advice
- Financial advice
- Legal advice
- Regulatory compliance certification

Clients remain responsible for independent review and compliance.

10. REGULATORY COMPLIANCE

Client acknowledges full responsibility for ensuring that:

- Tokens, exchanges, DeFi platforms, or digital assets comply with applicable laws
- Securities, AML, KYC, and financial regulations are adhered to
- Necessary licenses or approvals are obtained

iMentus provides technical services only and does not act as a regulated financial entity.

11. DATA SECURITY & CONFIDENTIALITY

Both parties agree to:

- Protect Confidential Information
- Use industry-standard security measures
- Restrict unauthorized disclosures

For data-sensitive projects, iMentus may operate within Client-controlled cloud environments.

Confidentiality survives termination.

12. WARRANTIES

iMentus warrants that:

- Services will be delivered professionally
- Personnel will possess relevant expertise

Except as expressly stated, all services are provided “as is.”

No guarantee of:

- Token price appreciation

- Business profitability
 - Regulatory approval
 - Platform uptime dependent on third-party infrastructure
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13. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

iMentus shall not be liable for:

- Indirect or consequential damages
- Loss of revenue or profits
- Digital asset losses
- Data corruption due to third-party systems
- Cyberattacks beyond reasonable control

Total liability shall not exceed the fees paid by Client in the preceding six (6) months under the applicable SOW.

14. INDEMNIFICATION

Client agrees to indemnify iMentus against claims arising from:

- Misuse of Deliverables
 - Regulatory violations
 - Client-provided materials
 - Token issuance or securities claims
 - Deployment without legal clearance
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15. NON-SOLICITATION

Client shall not solicit or hire iMentus personnel involved in a project for twelve (12) months following engagement without written consent.

16. TERMINATION

Either party may terminate:

- As per SOW terms
- For material breach not cured within 15 days
- For non-payment

Upon termination:

- Outstanding fees become immediately due
 - Work performed shall be invoiced
 - Confidentiality and IP provisions survive
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17. FORCE MAJEURE

Neither party is liable for failure to perform due to events beyond reasonable control, including:

- Natural disasters
 - Cyber incidents
 - Regulatory changes
 - Government actions
 - Network-level blockchain failures
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18. GOVERNING LAW

These Terms are governed by the laws of India.

Jurisdiction: Courts of Indore, Madhya Pradesh, India.

19. AMENDMENTS

iMentus may update these Terms periodically. Continued engagement constitutes acceptance of updates.

20. CONTACT

iMentus Technologies Pvt. Ltd.

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Email: info@imentus.com

Registered Office: Indore, Madhya Pradesh, India