

TERMS OF USE

This Terms of Use is effective from October 11, 2024. This supersedes and replaces any prior Terms of Use or agreements, whether oral or written, notified by the Company.

Welcome to **Mokkup.ai**, owned and operated by Mokkup Inc., a Delaware corporation with its principal place of business at 105 Lock Street, #219, Newark, New Jersey, United States of America 07103 (hereinafter referred to as “**Company**” or “**us**” or “**we**”). We are the owner and operator of [Mokkup.ai](#) (“**Website**”).

These Terms of Use (“**Terms**”) are published in accordance with the provisions of the General Data Protection Regulation (Regulation (EU) 2016/679) read with the Privacy Policy of the Company, available at [Mokkup.ai](#) (“**Website**”), effective from October 11, 2024 We request you to go through the Privacy Policy and these Terms carefully before accessing or using this Website.

1. DEFINITIONS

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- i. “**Agreement**” means any legally binding or contractual relationship between the Company and the User, governed by these Terms.
- ii. “**Company**” or “**we**” or “**us**” means Mokkup Inc., that provides this Website and/or the Service to Users.
- iii. “**Service**” means the service provided by this Website as described in these Terms and on the Website.
- iv. “**Terms**” means all provisions applicable to the use of this Website and/or the Service as described in this Terms of Use, including any other related documents or agreements, and as updated from time to time.
- v. “**User**” or “**you**” means the end user/customer accessing the Website, its contents, using the Services offered through the Website.
- vi. “**User’s Content**” or “**Content**” means the texts, data, logos, numbers inserted by the User in templates available on the Website.
- vii. “**Website**” means the forum that enables the provision of the Service(s).

2. APPLICABILITY OF TERMS

- a) These Terms set out the rights and obligations of all Users regarding the use of the Service. By accessing or using the Website from your personal and/or from your organisational email address, whether automated or otherwise, you agree to be bound by these Terms for availing our Services.
- b) By availing our Services, the User also accepts and agrees to be bound by the Company's policies including but not limited to the Privacy Policy available at Mokkup.ai as amended from time to time.
- c) We reserve the right to modify, alter or update these Terms at any time at our sole discretion by posting any such modified, altered or updated version of this agreement on our Website. In such cases, we will appropriately inform the User of these changes.
- d) All such modifications, alterations and updates will become effective immediately upon posting. We encourage you to check this page each time you wish to avail our Services. Your continued use of our Services after any modifications, alterations or updates of the Terms are made, shall constitute your acknowledgement of such changes.
- e) We reserve the right to modify, suspend, or discontinue our Services, at any time and from time to time, temporarily or permanently, in whole or in part, with or without notice.
- f) The User agrees that neither we nor any of our affiliates shall be liable to the User or to any third party for any modification, suspension or discontinuance of the Services, in whole or in part, or of any content, feature or product offered through the Services. The User's continued use of our Services after such changes will indicate their acceptance of such changes.
- g) If the User chooses to not be bound by these Terms, the User may not access or use our Services as provided over the Website. We encourage our Users to read these Terms carefully before proceeding and using the Website.

3. PRODUCT AND NATURE OF SERVICES

- a) We provide the following services (“**Services**”) on our Website:
 - (i) **Pre-Built Design Templates Platform:** This Website is a pre-built design templates platform through which the Users can design dashboard wireframes to customize their business requirements in a timely manner. It offers a wide range of widgets including graphs, KPI cards, tables, and many more to use and edit the wireframes.

- (ii) **Cross-Selling Development Services within Mokkup:** The Company provides development services as a cross-sell service within our Website, providing Users with the next step in building and implementing their wireframes. This service connects Users with Company developers who can assist in bringing their wireframes to life in tools such as Tableau or PowerBI. Users may submit their development requirements through the Website. The Company shall provide a fee quotation based on the requirements submitted by the User. The provision of this service and the interaction with the Company shall be governed by separate terms and conditions, which will be communicated to the User upon request for this service.
- b) All the Services displayed on the Website shall constitute an invitation to offer by the Users. The Website provides Users with a platform to efficiently design relevant content by providing them with pre-built templates and enabling them to create and customise new templates as per their preference, and it does not sell or solicit any service except the Services provided over this Website.
- c) In certain circumstances, the Company can make available the templates customised and created by Users to the other users.
- d) We reserve the right to add or remove Services from its overall offerings without prior notification.

4. USER ACCOUNT AND LOGIN

Each account is intended for use by a single User only. Sharing of accounts is expressly prohibited. Each User must have their own unique account. If we detect or reasonably suspects that an account is being accessed by multiple individuals, we reserve the right to:

- i. Suspend or terminate the account in question without notice.
- ii. Take appropriate action to recover any losses or damages incurred due to non-compliance with these terms.

If the User agrees to use the Website, the User shall be responsible for maintaining the confidentiality of the Users display name and password and the User shall be responsible for all activities that occur under the Users display name and password. The User agrees that if the User provides any information that is untrue, inaccurate, not current, or incomplete, the Company shall

have the unequivocal right to indefinitely suspend or terminate or block access of the Users membership on the Website.

5. CONDITIONS FOR USE

- a) The User will utilize the Services provided by us, for lawful purposes only and comply with all applicable laws and regulations while using the Website.
- b) The templates on our Website are intended for personal or non-commercial use only and shall not be used for commercial purposes. To utilize our templates for commercial purposes, we recommend purchasing the pro-license.
- c) The User will provide true, accurate, complete, and current information in all instances where such information is requested from the User. We reserve the right to confirm and validate the information and other details provided by the User at any point of time. If upon confirmation, the User details are found not to be true (wholly or partly), the Company maintains the right in its sole discretion to reject the registration and debar the User from using the Services of the Website and / or other affiliated websites without prior intimation whatsoever.
- d) The User will use its best and prudent judgment before availing the Services, through this Website, doing so at the User's sole risk.
- e) The User may not use the Website for any of the following purposes:
 - i. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material which shall include but not be limited to information in any form.
 - ii. transmitting material that encourage conduct or incite any activities that result in civil liability or otherwise breaches any relevant laws, regulations or code of practice or constitutes a criminal offence.
 - iii. gaining unauthorized access to other computer systems.
 - iv. interfering with any other person's use of the Website.
 - v. breaching any applicable laws.
 - vi. interfering or disrupting networks or web sites connected to the Website.
 - vii. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner including intellectual property and

confidential information which shall include but not be limited to design details and colours.

6. PAYMENT TERMS

- a) The Services are provided to you without charge up to a certain limit. If the User exceeds the limits of the free Services offered or require access to certain features, the User will be required to pay for a subscription (“**Subscription**”). The User will not be charged a fee for any Subscription without the User’s specific acceptance of the pricing and the terms therein.
- b) The details about the types of Subscriptions available including their respective limits, available features, and the subscription fees (“**Fees**”) payable for these Services are set forth on the Website at [Mokkup Pricing Plans: Free & Pro](#) and may change from time to time. The Fees are payable upfront in monthly or annual payments in accordance with the terms of the Subscription you have chosen. The Fee may vary by location and will be based on the billing information provided to us at the time of purchase by the User.
- c) You agree and authorize the Company or any third-party payment processor (“**Payment Processor**”) to charge your credit card, debit card or any other payment provider (“**Payment Method**”) as agreed to in writing on a monthly or annual basis in accordance with the terms of the Subscription you have chosen. The Company may use a Payment Processor to charge you through a payment account that is linked to your account (your “**Billing Account**”). The processing of payments from your Billing Account will be subject to the terms and conditions and privacy policies (if any) of the Payment Processor in addition to these Terms.
- d) While availing any of the Payment Methods available on the Website, the Company will not be responsible nor shall it assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the User due to:
 - i. lack of authorization for any transaction/s;
 - ii. exceeding the preset limit mutually agreed between the User and the financial service providers the User deals with;
 - iii. any payment issues arising out of the transaction; or
 - iv. decline of transaction for any other reason/s.

- e) **Renewals:** Your Subscription will automatically renew on a monthly or annual basis in accordance with the terms of the Subscription you have chosen. You can cancel your subscription at any time. If you cancel your subscription, you will not receive a refund or credit for any amounts that have already been billed.
- f) **Taxes:** The Fees are inclusive of all taxes unless otherwise specified, within the Service or on an applicable invoice. Tax rates are calculated based on the billing information you provide and the applicable tax rate at the time of your subscription charge.
- g) **Cancellation:** You can stop using the Service and/or cancel your Subscription at any time via your account settings. If you cancel your Subscription, you will not be entitled to a refund of any Fees already paid and any outstanding Fees will become immediately due and payable.

7. CONTENT PROVIDED BY USERS

The Company allows the Users to create templates and customise the templates that are already available on the Website. By creating Content on this Website, the Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights. The Users acknowledge and accept that by providing their own Content on this Website they grant the Company a non-exclusive, fully paid-up and royalty-free license to process and make available the Content to other Users, for the operation and better functioning of the Website. To the extent permitted by applicable law, Users waive any moral rights in connection with the Content they provide to the Website.

8. THIRD PARTY WEBSITES

The Website includes links to other websites whose terms and privacy practices may differ from those of the Company. The inclusion of a link on the Website may endorse or display services of other partner companies or brands. Our Services may also be displayed on the websites of other partner companies. If the Users access or submit personal information to any of those websites, such access and information will be governed by the terms of use and privacy policies of such third-party websites and the Company disclaims all responsibility or liability with respect to any information shared on such websites which shall be governed by their respective terms, policies and thereafter maintained and/or utilized by the websites. The Users are encouraged to carefully read the terms and privacy policy of any website that they visit.

9. INTELLECTUAL PROPERTY RIGHT

- a) Except for the User's Content, the Company is the sole owner and lawful licensee of all the rights connected with the Website and its content. For the purpose of this clause, the content on the Website includes its design, layout, text, images, graphics, sound, video, etc. as well as non-superficially visual functional elements. The title, ownership and intellectual property rights on the Website and its content shall remain with the Company, its affiliates or licensors of the content, as the case may be.
- b) **Copyright:** All content on the Website is the copyright of the Company except the third-party content, royalty free images from third party websites, and links to third party websites on the Website, if any.
- c) **Trademarks:** The Mokkup.ai name, the logo and all related names, logos, product and service names, designs and slogans are trademarks of Mokkup.ai or its licensors. The User must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Services are the trademarks of their respective owners.
- d) The User agrees that they will not use, publish, reproduce, replicate, reverse engineer, decompile, display, distribute, or modify the proprietary material or any portion thereof, for any purpose or by any means, method, or process. Modification of the materials appearing on the Services or use of such materials for any other purpose is a violation of our copyright and other proprietary rights.

10. INDEMNITY

The User hereby agree to indemnify and keep indemnified, defend and hold the Company, the Company's agents, affiliates, representatives, authorized users, employees and assigns harmless from and against any and all losses, damages, liabilities and costs arising from the Users' use of the Website or the Services and / or the violation of this agreement by the User.

11. TERMINATION

The User understands and agrees that the Company reserves the right to terminate the User's registration and / or terminate the User's right to use the Website for any reason whatsoever, including without limitation, any act or omission in contravention of the Privacy Policy or of these

Terms. The User further understands and agrees that any such termination may be effected without prior notice to the User and the User acknowledges and agrees that the Company may delete or deactivate the User's account immediately upon detecting any such reason, including without limitation, the contravention of the Privacy Policy or of these Terms.

12. LIMITATION OF LIABILITY

- a) To the extent permissible by applicable law, in no event shall the Company and its affiliates or their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers be liable to any User for damages of any kind, arising out of or related to the availability, use, reliance on, or inability to use the Website, Services, or any content or other materials on, accessed through or downloaded from the Website or Services, including any direct, indirect, special, exemplary, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- b) The User's sole and exclusive remedy for any of the above claims or for disputes against us is to discontinue your use of the Website and/or Services. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by the User under these Terms.
- c) The Company makes use of certain open and closed licenses and portals for rendering its Services. To the extent permissible by applicable law, in no event shall the Company and its affiliates or their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers be liable to any User for damages of any kind, arising out of or related to the use, access, malfunction of the said licenses.
- d) In no event shall the Company be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:
 - i. the use or the inability to use the Services or products on the Website;
 - ii. unauthorized access to or alteration of the User's transmissions or data; and

- iii. any other matter relating to the Services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service. The Company shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website. The Users understand and agree that any material and/or data downloaded at the Website is done entirely at User's own discretion and risk and they will be solely responsible for any damage to their devices or loss of data that results from the download of such material and/or data. The Company's liability shall be limited to an amount equivalent to the value of products purchased on the Website.

13. SURVIVAL

In the event of termination of this agreement or the Terms laid down herein, the provisions relating to limitation of liability, indemnity, intellectual property rights and conditions of use shall survive.

14. COMPLAINTS

We reserve the rights to remove or deactivate the User's account if reported or so informed by any other user of the Website or otherwise, for posting inappropriate messages or information through the Website. If the User has questions or concerns or grievances regarding these Terms or any other user, the User can contact us as per these Terms, or wish to make a complaint, please contact us at admin@mokkup.ai.

15. WAIVER

No term of these Terms shall be deemed to be waived and no breach excused, unless such waiver or consent is in writing and signed by an Authorized Representative of the Company. Any consent by the Company to, or waiver of a breach by the User, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach(s).

16. AMENDMENTS

We reserve the right to amend or otherwise modify the Website, policies, and these Terms at any time. In such cases, the Company will appropriately inform the User of these changes. The User will be subject to the Terms in force at the time that the User uses the Website, unless any change to those policies or these conditions is required to be made by law or government authority. The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement. If any of these conditions are deemed invalid, void, or for any reason unenforceable, such condition will be deemed severable and will not affect the validity and enforceability of any remaining terms of use.

17. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use shall be governed by the laws of New Jersey. Any dispute, claim or controversy arising out of, or relating to the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of these Terms, or to the Users use of the Website or the Service or information to which it gives access, shall be determined by arbitration in New Jersey, before a sole arbitrator. The seat of such arbitration shall be New Jersey. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties.

18. DISCLAIMER OF WARRANTIES

- a) The Website is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, we do not make any representations or warranties or endorsements of any kind whatsoever, express or implied, as to:
 - i. the Service;
 - ii. the Website content;
 - iii. User content; or
 - iv. security associated with the transmission of information to the Website.

In addition, we hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.

- b) We do not represent or warrant that the Service will be error-free or uninterrupted; that defects will be corrected; or that the Service or the server that makes the Service available is free from any harmful components, including, without limitation, viruses.
- c) We do not make any representations, warranties, claims or guarantees, either stated or implied on the accuracy, sufficiency, legality, reliability, availability, or completeness of the information (including any instructions) or Content on the Website. You acknowledge that your use of the Website is at your sole risk. We do not warrant that your use of the Website is lawful in any particular jurisdiction, and we specifically disclaim such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction's law is applicable to you and these terms of use.
- d) By accessing or using the Website you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Service.
- e) We do not endorse content and specifically disclaim any responsibility or liability to any person or entity for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of action of any kind or character based upon or resulting from any content.

19. SEVERABILITY

If any provision of these Terms are held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms and the remainder of these Terms shall be interpreted as if such provision were so excluded and shall remain to be enforceable in accordance with its terms; provided however that, in such event these Terms shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

20. NO WAIVER

The Company's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

21. ENTIRE AGREEMENT

This Terms of Use contains the entire agreement of the parties hereto with respect to the transactions and Services envisaged under this Agreement and the inter-se rights and obligations of the parties, superseding all prior representations, discussions, understandings made between the parties.