

Minaions Platform - Terms and Conditions

1. The following Terms and Conditions ("Agreement") govern the use of Minaions, an Agentic AI-based SaaS platform ("Platform") developed and provided by Minaions Pvt Ltd ("Provider"). By registering and using the Platform, the Client/Agent/Bidder/OEM ("Client") agrees to fully comply with and be bound by these Terms and Conditions, as updated from time to time.
2. By accessing or using the Minaions Platform and related services ("Services"), you ("User," "Customer," "Bidder," "Tenant," "Agent" , "OEM" or "you") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you may not use our Services.
3. These Terms constitute a legally binding agreement between you and Minaions Private Limited ("Company," "we," "us," or "our"), a technology company specializing in Agentic AI solutions for business automation and tender/bid processing automation.
4. Minaions Private Limited provides AI-powered automation solutions including but not limited to automated RFP / Tenders analysis, clause extraction, risk assessment, document processing, intelligent scanning, categorization and insights generation, streamlined operations, data processing, and report generation, RAG-powered analysis and decision-making support, and the ability to create, store, edit, arrange, manage, generate and regenerate bid documents in various file formats.
5. Minaions sources tender-related information from the Government e-Marketplace (GEM) portal and some CPP portals. Additionally, it offers Clients the capability to upload Tender Documents not available on the sourcing portals through the Upload tender option. AI-based processing will be performed on such uploaded documents. The Client is solely responsible for uploading complete and accurate documents in such cases. The platform holds no responsibility for incomplete, inaccurate, or misinterpreted documents or data uploaded by the Client.
6. It is recommended for every Client to create a detailed and complete company profile on the Platform. This profile enables Minaions AI to learn/refer about the Client's offerings and capabilities. Any incomplete or inaccurate profile, or any false or misleading certificates or documents uploaded, may cause errors or suboptimal outcomes in the automated processes. The Provider is not responsible for any mismatch or incorrect outcome in such cases. The Client assumes full responsibility for any such scenarios.
7. The Platform operates as a standard SaaS product with no obligations to build or customize features for any individual Client. Minaions Pvt Ltd alone reserves the full

- right to decide on adding any new functionality or service to the Platform in its sole discretion. In cases where additional functionality is offered or developed, Minaions Pvt Ltd holds the right to independently determine any cost implications and charge the same to the Client. The Client is solely responsible for making any separate payments or subscriptions required towards the GEM portal or any Government department; the Provider is not involved in or liable for such payments.
8. The Minaions Package Builder allows customers to configure custom tender processing packages, select validity periods between one to twelve months, calculate pricing based on usage tiers, access tender analysis credits, apply discount coupons, and purchase processing packages for the Minaions platform.
 9. Tender Processing Credits are used for processing, generating, assembling, and arranging tender or bid documents. Tender Analysis Credits are consumed for AI-powered document analysis and eligibility assessment based on bidder company details. Validity Period is the duration for which credits may remain active. Credits are non-transferable.
 10. Pricing is calculated based on the average tenders per month and the cost per tender decreases as the number of tenders per month increases. The decision of setting the cost per tender processing in any package lies solely with Minaions Private Limited. The tenant is free to choose any package and make payment accordingly.
 11. Credits are consumed per analysis or report generated, irrespective of the result of eligibility for any particular RFP, tender, or bid. Free analysis credits may be provided with tender processing credits at the sole discretion of Minaions Private Limited, which may be revoked without refund.
 12. A package expires when either analysis credits, tender processing credits, or validity period expires or is consumed, whichever occurs first. No refunds, extensions, or carry forward of unused credits are permitted.
 13. All payments are processed through secure third-party gateways and must be made before package activation. All prices are listed in Indian Rupees unless specified otherwise. No refunds are available after purchase, partial refunds are not provided, and all prices are exclusive of applicable taxes. Clients are responsible for GST or other levies, and tax invoices are available upon request.
 14. Coupons are subject to specific terms, cannot be combined with other offers, and may be modified or withdrawn at any time without notice.
 15. Minaions collects account information, contact details, usage patterns, analytics, uploaded documents, billing information, and company details of bidder companies. Data is hosted on secure servers, with regular assessments for compliance with

- applicable laws. Customer documents are processed using AI/ML algorithms and are not shared with third parties without consent.
16. Minaions Pvt Ltd does not claim to participate in or be in touch with any buyer for any kind of financial estimation of the bid. Nor does it guarantee the success of any bid generated through the Minaions Platform. The Client retains full responsibility for the quality, review, completeness, accuracy, and success of any bid prepared and submitted using the AI feature of the Minaions Platform.
 17. Minaions Pvt Ltd will conduct periodic training sessions, which may include free training or paid seminars and networking events. Participation in such sessions is voluntary and solely at the Client's discretion.
 18. Project-related communication will be conducted through emails, or support ticketing collaboration tool.
 19. The Client is solely responsible for compliance with all applicable laws and regulations related to tendering and bidding, including but not limited to the accuracy, authenticity, ethical compliance and legality of the bids submitted. The Provider shall not be held liable for any legal or regulatory consequences arising from the Client's use of the Platform.
 20. The Client is responsible for ensuring that all tender submissions, bid documents, and supporting materials comply with the requirements of the relevant Government authorities and tendering agencies. The Provider does not verify or validate the content of any documents submitted by the Client through the Platform.
 21. The Platform uses automated processes and AI-based tools to assist clients in tender bidding. The Provider makes reasonable efforts to ensure the accuracy and reliability of its services but does not guarantee the completeness, accuracy, or success of any automated actions performed by the Platform.
 22. The Provider may update or enhance the Platform's features from time to time, and such updates shall be made available to Clients at the Provider's sole discretion. Minaions Pvt Ltd reserves the right to determine whether any updates will be provided free of charge or subject to additional fees.
 23. The Minaions Platform operates strictly on a "Pay as You Go" model. The Client is charged per bid. The Client must top up their wallet before initiating bid processing on the platform. Without sufficient wallet balance, the Platform's AI engine will not perform the requested actions. Payments made towards the bid processing are non-refundable, whether or not the Client qualifies at the Eligibility stage or subsequently processes the bid preparation later. No monthly or annual subscription packages are offered as of now.

24. This Agreement does not bind either party to a minimum duration of engagement or lock-in period. The Client may choose to close their account at any time at their sole discretion. Similarly, Minaions Pvt Ltd holds the right to remove dormant or non-operating Client accounts from the Platform at its own discretion after a certain interval. The Provider is not liable for any data loss resulting from the removal of such inactive accounts. The provider will do reasonable efforts to give a notice to the client before taking any such action. Payment obligations on the Client survive termination.
25. Minaions Pvt Ltd reserves the right to remove any Client account from its Platform at its sole discretion without advance notice if it determines that the Client has breached any of the Platform's Terms and Conditions, or if required to do so by any Government authority on legal grounds.
26. The Provider makes no warranties, express or implied, regarding the performance, availability, or accuracy of the Platform, including without limitation any implied warranties of merchantability or fitness for a particular purpose.
27. Prohibited Uses: Clients agree not to use the Platform for any unlawful purpose or in any way that could damage, disable, overburden, or impair the Platform or interfere with any other party's use of the Platform.
28. Content Restrictions: Clients shall not upload, submit, or transmit any content that is illegal, harmful, threatening, abusive, defamatory, obscene, or otherwise objectionable.
29. Clients are responsible for maintaining the confidentiality of their account credentials and for all activities that occur under their account.
30. The Provider is not responsible for any direct, indirect, incidental, consequential, or special damages arising out of or related to the Client's use of the Platform, even if the Provider has been advised of the possibility of such damages.
31. Both parties mutually agree that the total aggregate liability of **Minaions Pvt. Ltd.**, whether arising in contract, tort (including negligence), or otherwise, for any claim, loss, or damage arising out of or in connection with the use of the Platform or this Agreement, shall in no event exceed **the lesser of (i) the total amount paid by the Client during the preceding five (5) calendar days from the date of such claim, or (ii) twenty-five percent (25%) of the last payment made by the Client.** Minaions shall not, under any circumstances, be liable for any **indirect, incidental, special, consequential, or punitive damages**, including but not limited to loss of profits, data, goodwill, or business interruption, nor for **failures of third-party services, payment gateways, internet connectivity, or hardware issues** experienced by the Client or any third party.

32. The Client agrees to indemnify, defend, and hold harmless Minaions Pvt Ltd, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with the Client's use of the Platform or breach of this Agreement.
33. The Provider reserves the right to modify these Terms and Conditions at any time. Such modifications will be effective immediately upon posting on the Platform or notifying Clients via email or other means. Continued use of the Platform by the Client constitutes acceptance of the modified Terms and Conditions.
34. If Minaions Pvt Ltd doesn't immediately act to enforce a right or rule under the agreement (for example, if a Client breaches a condition and Minaions doesn't take action right away), that delay or inaction does not mean Minaions has permanently given up (waived) its right to enforce that condition in the future. The right still exists, and Minaions can enforce it later even if it didn't do so earlier.
35. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
36. This Agreement shall be governed by and construed in accordance with the Laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Gurugram, Haryana.
37. Minaions and all its components (including but not limited to software, source code, workflows, AI models, content, UX design, and all related intellectual property) are the sole and exclusive intellectual property of Minaions Pvt Ltd. Customers retain ownership of uploaded documents but grant a license to Minaions Pvt Ltd for processing. Reports and insights generated remain customer property, though Minaions Pvt Ltd retains anonymized data to be used for its AI processing for platforms performance improvement. Customers must not redistribute analysis methodologies.
38. The Client agrees not to attempt to reverse-engineer, replicate, copy, or develop a similar or competitive platform inspired by, derived from, or based on Minaions for a minimum period of Ten (10) years from the commencement of this Agreement.
39. It is strictly prohibited to defame the platform or its policies publicly on social media or any other news media that can potentially tarnish or harm the credibility of the platform.
40. Any violation of the above Clauses discovered by Minaions Pvt Ltd shall entitle the Company to initiate appropriate legal and financial action against the Client.
41. Client data and access credentials will remain confidential and will be protected in accordance with the Provider's published Privacy Policy.

42. Minaions Pvt Ltd will maintain strict confidentiality regarding all Client data and will not disclose such data to any third party without the Client's prior consent, except where disclosure is required by applicable law or legal process.
43. The Client agrees to maintain the confidentiality of the proprietary methodologies, processes, and technologies used in the Minaions Platform, and shall not disclose or use such proprietary information except for the purposes of using the Platform in accordance with this Agreement.
44. FORCE MAJEURE: Neither party shall be liable for any failure or delay in performance under this Agreement if such failure or delay results from circumstances beyond the reasonable control of such party, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, internet or telecommunications failures, pandemic or other force majeure events. The affected party shall promptly notify the other party of such circumstances and use reasonable efforts to remedy the situation.
45. The Platform will provide the following services:
 - a. AI-based tender analysis and eligibility checking
 - b. Automated bid preparation assistance
 - c. Access to GEM portal and other CPP tender information
 - d. Upload capability for tender documents not available on GEM portal
 - e. Company profile management for AI learning and reference

CLIENT RESPONSIBILITIES

46. The Client agrees to create a detailed and complete company profile on the Platform to enable optimal AI performance and outcomes.
47. The Client is solely responsible for uploading complete and accurate tender documents when using the Upload Tender option.
48. The Client shall ensure compliance with all applicable laws and regulations related to tendering and bidding, including accuracy, authenticity, ethical compliance, and legality of bids submitted.
49. Customers must maintain account security, safeguard login credentials, and notify Minaions of unauthorized access. Services must only be used for lawful business purposes. Malicious or copyrighted content may not be uploaded. Uploaded documents must be complete, legible, and in supported formats. Customers are responsible for verifying the accuracy of AI analysis before making business decisions.

50. Customers are fully responsible for reviewing, verifying, and editing content before use, ensuring legal compliance, adapting documents to their projects, and seeking professional review when needed. Minaions provides services “as-is” with no guarantee of accuracy, completeness, or suitability.
51. Agents and OEMs using the platform and putting the third party information or details of their customers or distributors respectively will be self responsible for the security and safety of the shared data outside the Minaions platform.
52. By registering for, accessing, or using the Minaions platform (the “Platform”), you expressly represent, warrant and covenant that your sole intent is to legitimately evaluate and/or use the Platform’s services for bona fide purposes permitted by these Terms. Any registration, access, use or conduct—whether direct or indirect—undertaken for the purpose of analyzing, probing, testing, copying, replicating, reverse-engineering, disassembling, decompiling, extracting, harvesting, scraping, recording, photographing, screenshotting, reproducing, disclosing, or otherwise exploiting any feature, functionality, workflow, algorithm, user interface, proprietary process, trade secret, data set, model, or any other confidential or proprietary information of the Platform for the purpose of developing, supporting, marketing, licensing or enabling a competing product, service or platform (collectively, “Competitive Exploration”) is strictly and absolutely prohibited.
53. Competitive Exploration shall constitute wrongful and unlawful conduct and may amount to theft, criminal misappropriation, criminal breach of trust, cheating, unauthorised access or hacking, and unlawful disclosure of confidential information under applicable Indian law. Without limiting the foregoing, such conduct may attract civil and criminal liability under, and be actionable pursuant to, the Indian Penal Code (including provisions dealing with theft, criminal breach of trust and cheating), and the Information Technology Act, 2000 (including provisions addressing computer-related offences, unauthorised access and wrongful disclosure of information), as well as under applicable intellectual property laws, contract law, and other statutes and equitable doctrines.
54. Minaions reserves the right, without prejudice to any other remedy available at law or in equity, to immediately (a) suspend or terminate any account or access it reasonably suspects of Competitive Exploration, (b) block access from any individual, device, IP address or network engaged in such activity, (c) seek injunctive relief and accelerated remedies (including emergency ex parte relief) to prevent further misuse, and (d) commence civil and/or criminal proceedings against the individual or entity involved and to pursue all available damages, costs, losses, and enforcement measures. Registration, access or continued use of the Platform in violation of this clause shall be deemed willful misconduct and sufficient grounds for immediate termination and aggressive enforcement of Minaions’ rights.”

SERVICE PROVIDER OBLIGATIONS

55. Minaions shall provide uninterrupted access to the Platform during the subscription period, subject to reasonable maintenance windows. Planned maintenance is scheduled during low usage periods and customer support is available during Indian Business Hours between 9 AM to 8 PM IST via email and customer support ticketing system. Minaions is not liable for interruptions caused by natural disasters, government actions, or third-party failures.
56. Minaions may conduct periodic training sessions, which may include free training or paid seminars and networking events.
57. Minaions shall maintain strict confidentiality regarding all Client data and protect it in accordance with its published Privacy Policy.

NON-DISCLOSURE AGREEMENT (NDA) OBLIGATION OF THE PROVIDER

58. The client may upload documents including but not limited to CIN, GST, MSME, PAN, DPIIT, company profile, their client details, past projects, turnover, balance sheets, project cost and timelines, testimonials, workforce strength, ISO and other certifications.
59. Confidential Information is defined as information that is not publicly available either free of cost or through payment to any third party. Any information accessible openly through any media or by paying to a third party is not considered confidential Information.
60. The Recipient agrees to keep confidential Information strictly confidential and not to disclose, copy, reproduce, or distribute such information except as permitted herein.
61. For efficient working of the Minaions.com platform, confidential information may be shared with LLMs and AI engines for eligibility checks and automated documentation. The default security measures of the LLMs remain strongly in place to ensure safety of information transmitted.
62. Confidential Information will never be shared by the platform deliberately with any third party for marketing, selling, or any commercial purpose.
63. The Recipient shall take reasonable measures to protect the confidentiality and avoid unauthorized use or disclosure of the confidential Information.
64. The obligation of confidentiality does not apply to information that: (a) is already in the public domain, (b) is rightfully received by the Recipient from a third party without restriction, or (c) is independently developed by the Recipient without use of Confidential Information.

65. The Recipient acknowledges and agrees that Minaions Platform shall be bound to disclose any information related to the Platform, including but not limited to client information stored or uploaded on the Platform, to government authorities if such disclosure is required under applicable law or by lawful order. Such disclosure shall not be deemed a breach of confidentiality under this Agreement.
66. Minaions highly discourage putting any sensitive information on the platform which is not meant to be used by Minaions for any tender processing. Additionally anything related to financial bid of any tender also is out of scope of Minaions use and hence must never be put on the platform in any form.
67. While Minaions Private Limited implements industry-standard security measures to protect Client data, any inadvertent or non-deliberate loss, leak, or disclosure of information resulting from cyber-attacks, hacks, or technical issues in third-party services or APIs shall not constitute a breach of confidentiality. In such an event, the total liability of Minaions Private Limited shall not exceed the maximum liability defined under the "Limitation of Liability" clause. Minaions Private Limited shall promptly take all reasonable measures to identify, contain, and resolve any such issue without undue delay.
68. In case of disputes, both parties shall attempt to resolve the matter through arbitration first. If unresolved, the jurisdiction shall be the courts of Gurgaon, Haryana, India.
69. This NDA remains valid until Confidential Information ceases to be confidential or until terminated in writing by both parties.
- 70. Supremacy of This Agreement:**
In the event Minaions Private Limited executes any additional agreement, purchase order, memorandum, or other document with the Client to satisfy the Client's internal, procedural, or compliance requirements, such execution shall not, under any circumstances, amend, override, or diminish the enforceability or applicability of these Terms and Conditions. These Terms and Conditions shall remain in full force and effect and shall constitute the final, binding, and prevailing agreement governing the relationship between Minaions Private Limited and the Client. Any conflicting, inconsistent, or supplementary provisions contained in any other document signed by Minaions Private Limited shall be deemed null and void to the extent of such conflict, without prejudice to the rights of Minaions Private Limited under this Agreement. No employee, representative, or agent of Minaions Private Limited shall have the authority to alter, waive, or modify any provision of these Terms and Conditions
- 71. Effective Date:** This Agreement is effective as of the date of Client registration on the Platform. By using the Minaions Platform, the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions. The

Client also confirms that they have the authority to enter into this Agreement on behalf of their organization.

72. Any breach, non-compliance, or violation of any term of this Agreement shall empower Minaions Private Limited to directly approach any or all promoters, directors, or individuals responsible for the day-to-day operations of the Client organization to seek immediate corrective action. Minaions Private Limited reserves the absolute right to initiate arbitration proceedings, pursue injunctive relief, or take any other legal or equitable measures necessary to enforce its rights and protect its interests, without prior notice or limitation.