



# Invimatic Technologies Pvt. Ltd.

## Website Terms of Use

### Version – 1.1

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## Document Release History

Sr. No	Version No.	Date	Reasons for New Release
1.	1.0	22 <sup>nd</sup> March 2024	New Policy Creation
2.	1.1	18 <sup>th</sup> June 2024	Update in Document Naming Convention



<b>Introduction</b>	
Document Control	2
Document Release History	2
TERMS OF USE	4
AGE CONFIRMATION	4
ACCEPTANCE	4
AMENDMENT	5
USE OF WEBSITE	5
USER CONTENT	5
INTELLECTUAL PROPERTY RIGHTS	7
PRIVACY	8
THIRD-PARTY LINKS	8
INDEMNITY	9
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES	9
COMPANY'S LIABILITY FOR ITS SERVICES	10
INTERPRETATION	10
ARBITRATION	10
GOVERNING LAW AND JURISDICTION	10
LEGAL	10
NO OBJECTION	10



## TERMS OF USE

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By using this website, you agree to be bound by the following: (1) Terms of Use; (2) Privacy Policy; (3) Cookie Policy and including any future amendments herein. That the Terms of Use and Privacy Policy shall hereinafter be referred to collectively as the “Policies”. You also agree that by using this website or use any of the services, made available on this website, you have read and understood the Policies mentioned herein, as together the said Policies forms a binding agreement (the “Agreement”) between you and the Company regarding your use of this website and the services provided herein.

- 1. AGE CONFIRMATION** - You affirm and confirm that you are more than 18 (Eighteen) years of age, having sound mind, with free will and without any coercion or undue influence and fully able and competent to enter into the agreement, policies, terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use and Policies.
- 2. ACCEPTANCE:**
  - 2.1. The following Terms of Use govern your use of the website, services, materials and documents being made available to you (collectively the “Services”). By using the Services, you signify electronically your agreement to all Policies, terms, conditions, and notices contained or referenced herein and to comply in accordance with the present Terms of Use.



2.2. If you do not agree to be bound by these Terms of Use and other policies, you may not use the Site in any way.

2.3. If this Terms and Conditions conflicts with any other document, the Terms and Conditions as mentioned on the Website will prevail for the purposes of usage of the Site.

**3. AMENDMENT** - You agree that the Company reserves the right and has the sole discretion to amend any clauses by way of amendment, addition, variation or repeal or revise these Terms of Use and other policy at any time. Your continued use of the website or the Services following the posting of any changes to the Terms of Use of any other policy constitutes your acceptance of those changes.

**4. USE OF WEBSITE -**

4.1. You agree to use the website and the Services as provided on it, only in a manner which is permitted by the policies and the law. You further agree to never misuse the same. In case the Company finds any non-compliance by you of the Policies, the Company may suspend your account on the website or stop providing you the Services.

4.2. It is agreed by you that by using our website or Services, it does not give you ownership of any Intellectual Property Rights in them or the content that you access. Further, by using the Services you are not granted the right to use any branding or logos used in them and you are prohibited from removing, or altering any information displayed in or along with our Products and Services.

**5. USER CONTENT -**

5.1. Some areas of the website and the Services allow you to make available certain information such as your name, email address, phone number, address or other information or in the process of using any of the Services shall constitute "User Content". The Company claims no ownership rights over any User Content provided by you; however, by sharing such information, you agree to allow us or others to view and/or share your User Content in accordance with your settings in the use of Services. Further, the Company shall not retain any of the User Content for longer than is required for the purposes for which the User Content may lawfully be used.



**5.2.** Further, you agree not to post or transmit any User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current; (ix) violates any policy or other applicable policy, including those related to cheating or ethics; (x) interferes with other users of the website or Services including, without limitation, disrupting the normal flow of dialogue in an interactive area of the website and Services and deleting or revising any content posted by another person or entity. You agree that any information that you post does not and will not violate third party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. The Company reserves the right, but is not obligated, to reject and/or remove any such information that it believes, in its sole discretion, violates these provisions.



## **6. INTELLECTUAL PROPERTY RIGHTS -**

- 6.1.** The trademarks, logos and service marks ("Marks") displayed on the website are our property and/or the property of the Company. Users are prohibited from using any Marks for any purpose whatsoever without our prior written permission from the Company. All information and content including on or through the site ("Content") is protected by copyright. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any content available on or through the site for commercial or public purposes.
- 6.2.** The Site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of the Company protected by copyright as a collective work under the applicable copyright laws. The Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Users may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Users may download / print / save copyrighted material for the User's personal use only. Except as otherwise expressly stated under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of the Company and the copyright owner is permitted. If copying, redistribution or publication of copyrighted material is permitted, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. The User acknowledges that he/she/it does not acquire any ownership rights by downloading copyrighted material. Trademarks that are located within or on the site or a website otherwise owned or operated in conjunction with the Company shall not be deemed to be in the public domain but rather the exclusive property of the Company, unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of the Company, unless otherwise stated.



- 7. PRIVACY** - Users of the website and Services should refer to the Company's Privacy Policy for information about how the Company uses, collects and discloses information to third parties. Our Privacy Policy, which is hereby incorporated into this Agreement, explains how the Company treats your personal information, and protects your privacy, when you access the Application.
  
- 8. THIRD-PARTY LINKS** - The Products and Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by the Company. The Company does not endorse or assume any responsibility for any such third-party Websites, information, materials, products, or services. If you access a third-party website from the Products and Services, you do so at your own risk, and you understand that this Agreement and the Company's Privacy Policy do not apply to your use of such Websites. You expressly relieve the Company from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Products and Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that the Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.
  
- 9. INDEMNITY** -

  - 9.1. You agree to defend, indemnify and hold harmless the Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the website and Products and Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's





access and use of the Service with your unique username, password or other appropriate security code.

- 9.2. Further, you agree that, if you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify the Company and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Products and Services or violation of any of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

**10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES** - THE CONTENT ON THE WEBSITE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE WEBSITE OR THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE WEBSITE OR SERVICES, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE WEBSITE OR THE SERVICES IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

**11. COMPANY'S LIABILITY FOR ITS SERVICES -**

- 11.1. It is agreed by you that, when permitted by law, the Company will not in any way be responsible for any loss of profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages. In all cases, the Company will not be liable for any loss or damage that is not reasonably foreseeable.
- 11.2. Provided the liability of the Company shall not extend the amount as paid by the respective user for the services.



12. **INTERPRETATION** - The Company shall have the exclusive right to interpret the Terms of Use and other policies including any future amendment.
13. **ARBITRATION** - All disputes arising out of or incidental to the Policies mentioned herein shall be settled through Arbitration before a sole Arbitrator appointed by the Company, under the Arbitration and Conciliation Act 1996 or as amended. The place of arbitration shall be Pune, India.
14. **GOVERNING LAW AND JURISDICTION** - Any dispute or claim arising out of or in connection with the Policies shall be governed by and construed in accordance with the law of the Republic of India and the courts of Pune, India shall have the exclusive jurisdiction to entertain any disputes.
15. **LEGAL** - The Company reserves the right in its sole discretion to investigate and take legal action against anyone who engages in any illegal or prohibited conduct or otherwise violates these Terms of Use, including without limitation, removing the User Content from the web-site and/or terminating the offending User's ability to access the web-site and/or use the services.
16. **NO OBJECTION** - User hereby express that it has no objection upon any call/SMS/ Communication by the Company, any third party on its behalf or any other party authorized by the Company, communicating to User with regard to the Services. Notwithstanding User's registration with National Do Not Call Registry (In Fully or Partly blocked category under National Customer Preference Register set up under Telecom Regulatory Authority of India), User hereby expresses his interest and accord its wilful consent to receive communication (including commercial communication) in relation to the Company's Services. User further confirms that any communication, as mentioned hereinabove, shall not be construed as Unsolicited Commercial Communication under the TRAI and other alike authorities in other country's guidelines and User has specifically opted to receive communication in this regard on the telephone number provided by the User.

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