

Terms and Conditions

These terms of usage agreement (“**Agreement**”) governs the use of the “**Services**” (*as defined below*) of **Zeliot Connected Services Private Limited** (“**We**”, “**Our**” or “**Us**”). It is important that any person who uses the Services (“**Customer**”, “**You**” or “**Your**”) read the terms and conditions carefully before You use the Services. By agreeing to these terms, Customer represents and warrants that Customer has the authority to accept this agreement.

This Agreement applies to govern Customer use and access to the Software downloaded from our website/applications or cloud marketplace or from third party’s website/applications (“**Source**”).

By subscribing to the Services, Customer agree to abide by these terms and conditions under this Agreement as well as the terms and conditions of any other policies (as amended from time to time) communicated by Us.

This Agreement and any other terms referred to herein, shall constitute a legal agreement between Customer and Us and shall apply to all persons using the Services.

1. Services and Terms of Usage

1.1 Services mean limited usage rights granted to use and access Zeliot’s Application (“**Software**”).

1.2 Use of Services:

1.2.1 We grant Customer the license to use the Services solely for their own use and business purpose.

1.2.2 The license is non-exclusive, non-transferable except as expressly permitted under this Agreement or applicable law.

1.2.3 Customer will control access to and use of the Services by end users and its affiliates and will be responsible for any use of the Services that does not comply with this Agreement. Only Customer will have the sole right to enforce this Agreement against Us. Customer will remain responsible for all obligations under this Agreement and for its affiliates’ compliance with this Agreement.

1.2.4 We reserve all rights not expressly granted in this Agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Services on a device do not give Customer any right to implement Our patents or other intellectual property in the device itself or any other software or devices.

1.3 We reserve the right to change, modify, alter, improve and update the Services, at any time, at Our discretion, and shall communicate the same to Customer.

2. Restrictions

- 2.1 Except as expressly permitted in this Agreement, Customer must not (and is not licensed to):
- 2.1.1 use, copy, disclose, nor permit any of its personnel to use, copy, or disclose the same for any purpose that is not authorized under this Agreement.
 - 2.1.2 allow unauthorised usage with third party software.
 - 2.1.3 copy, modify, reverse engineer, decompile, or disassemble any Software, or attempt to do so;
 - 2.1.4 install or use any third-party software or technology in any way that would subject Our intellectual property or technology to any other license terms;
 - 2.1.5 work around any technical limitations in an Software or restrictions in Documentation;
 - 2.1.6 upgrade or downgrade parts of an Software at different times;
 - 2.1.7 use an Software for any unlawful purpose; or
 - 2.1.8 distribute, sublicense, rent, lease, or lend Software, in whole or in part, to a third party.

3. Representation and Warranties

- 3.1 That Customer represents that, as on the date hereof, Customer have the full authority to enter, execute and deliver this Agreement and to perform the terms contemplated hereby.
- 3.2 Customer shall only have access and use the Services in accordance with the Terms and Conditions and the Policies as enumerated above.
- 3.3 Customers represent that Customer are and will always be, in full compliance with all applicable laws, regulations, rules (including without limitation to all applicable laws regarding online conduct and acceptable content, privacy, data protection as per the applicable laws).
- 3.4 Customer shall not infringe or misappropriate the intellectual property rights of any third party.

3.5 Customer guarantees, warrants, and certifies that Customer is the owner of the data which Customer submit or otherwise authorized to use the data and that the data does not infringe upon the intellectual property rights or other rights of third party. Customer further warrant that to its knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any data, including trademark, trade name service mark, and copyright formerly or currently used by Customer in connection with the services rendered by Us.

4. Disclaimer of Warranty

Customer use of Services, to the full extent permitted under applicable law, Customer agrees that:

4.1 Our use Services are made available to the Customer on “as is” “where is” and “as available” basis as described in these Terms and Conditions (as amended from time to time) without any express or implied warranty, representations or conditions.

4.2 Customer use of Services shall be at its sole risk to the fullest extent permitted by law, and We or any of Our affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator disclaim all warranties of any kind, whether express or implied, in connection with the use of the Services thereof.

4.3 We makes no warranties or representations about the accuracy or completeness of the Software and assumes no liability or responsibility for any: (a) injury or property damage, of any nature whatsoever, resulting from access to and use of the Software, (b) any unauthorized access to or use of Our secure servers and/or any and all personal information stored therein, or (c) regarding the reliability, accuracy, completeness, validity or truthfulness of any information, material or other content obtained through use of the Services.

4.4 We make no warranties or representation that the Service will be uninterrupted, timely, without down-time, secure or error free or that the defects will be corrected.

4.5 We do not warrant, endorse, guarantee, or assume responsibility for any other promotion, and We will not be a party to or in any way be responsible for monitoring any transaction between Customer and third-party providers of the Services. No advice or information, whether oral or written, obtained by Customer from Us or through or from the Service shall create any warranty not expressly stated in Agreement.

4.6 We do not warrant that the servers that make the Services available will be error, virus, contaminant or bug free and Customer accept that it is Customer responsibility to make adequate provision for protection against such threats.

4.7 The Services provided by Us forms part of the purchasing process of the Source and We shall exclusively manage the Software customisation part. The purchasing process on the Source remains regulated by the conditions regulated by the Source. We may not in any circumstances be held liable for any malfunctions of the Source based on the activities of the Source.

5. Confidentiality

5.1 “Confidential Information” is non-public information including, but not limited to data, products, trademarks, tradenames, financial summaries, reports, analyses, or other material derived by or developed based on such information and the terms of this Agreement. Confidential Information does not include information that: (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party’s business, products or service.

5.2 Protection of Confidential Information: Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

5.3 Disclosure required by law: A party may disclose the other’s Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

5.4 Duration of Confidentiality obligation: These obligations apply for all Confidential Information, for a period of five years after a party receives the Confidential Information or till this Agreement is in force.

6. Limitation of Liability

6.1 In no event shall We be liable to Customer in a contract, tort or otherwise for indirect, special, incidental, exemplary, punitive or consequential damages of any kind whatsoever arising out of the use or inability to use the Services provided under this Agreement, even if Customer have been advised of the possibility of such damages.

6.2 Our total aggregate liability against Customer claims for direct damages shall be limited to the amounts paid by Customer for the use of such Services.

7. Indemnification

- 7.1 The Customer agree to defend, indemnify and hold Us and Our agents, representatives, affiliate, director, officer, employee, harmless 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: (a) any breach of the Policies including this Agreement (b) any negligence or wilful misconduct by Customer, or its employees or agents or Affiliates violation (c) any act or omission by Customer in violation of its legal, statutory, regulatory or other duties or obligations in connection herewith; (d) and/or violation of any third party right, including without limitation infringement of any copyright, property, or privacy right; (e) any claim that another user submissions caused damage to a third party.

8. Intellectual Property Rights

- 8.1 We represent and confirm that any intellectual property rights including, without limitation, any patents, copyrights, trademarks and trade names used in connection with the Service, as belonging to us, (the "**Intellectual Property**") so belongs to Us.
- 8.2 Rights to access or use of Software on a device do not give Customer any right to implement Our patents or other intellectual property in the device itself or in any other software or devices.
- 8.3 Customer shall not try to seek patents on inventions that are based on the Software or wherein Software is an integral part of Patent claims.
- 8.4 Customer shall not sell, transfer, commercialize, or permit to be sold, transferred or commercialized, the Intellectual Property supplied to Customer (if any) under the terms of the Policies to any third party.

9. Suspension

- 9.1 We may suspend or deny access to or use of all or any part of the Software to Customer, its affiliates or end users, without any liability to Customer or others, if (i) material breach of the terms under this Agreement; or (ii) required to do so by law or court order; or (iii) has accessed or used our Services in violation of this Agreement, been involved in any fraudulent or unlawful activities relating to or in connection with our Services or the Software; or otherwise failed to comply with this Agreement; or (iv) infringement of any Intellectual Property Rights.

We will give Customer reasonable notice before suspending the Services. Suspension will only be to the extent reasonably necessary.

10. Amendment

10.1 We reserve the right to make changes to the Policies and the Terms and Conditions mentioned under this Agreement. Please review the Policies and these Terms and Conditions for updates or changes. Customer continued use of the Service(s) and access to the Services shall be deemed Customer's acceptance of the then current version of this Agreement.

11. Severability

11.1 If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of India, then to the extent and within the jurisdiction which that term is illegal, invalid or enforceable, it shall be severed and deleted and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

12. Non-Assignment

12.1 Customer shall not assign or transfer or purport to assign or transfer the contract between Customer and Us to any other person.

13. Governing Law and Dispute Resolution

13.1 This Agreement along with the Policies shall be governed by and construed in accordance with the Indian law. Parties submit to the exclusive jurisdiction of the Bangalore courts to settle any dispute or claim which may arise under, or in respect of, these Terms and Conditions or other Policies.

13.2 Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination thereof ("Dispute"), including claims seeking redress or asserting rights under applicable law, shall, be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time or its re-enactment. The Dispute shall be resolved by a single arbitrator, selected by mutual agreement of the Parties, or in the absence of such an agreement within 15 days from the date of dispute, the Arbitrator shall be appointed in accordance with the provisions of Arbitration and Conciliation Act, 1996 (the Act) The arbitration proceedings shall be conducted in Bangalore. The language of Arbitration proceedings shall be English.