



Terms of Use

Agreement

This Terms of Use and Privacy Policy, and all policies posted on our website set out the terms on which Cygnature services are offered to You to access and use the web, applications, and tools which includes features such as Electronic Signature, Aadhar signature, Bio-metric Signature, Digital stamping, and other such features as opted for by the User (collectively “Services”). All policies, including Privacy Policy, are incorporated into this Terms of Use. Please read these Terms of Use carefully before using the Services. By using the Services, You signify Your assent, consent, and agreement to these Terms of Use. If You do not agree to these Terms of Use, then You are not authorized to continue the use of the Services. The Domain name www.cygnature.io (hereinafter referred to as “Website”) is the entity owned by Cygnet Infotech Pvt Ltd a company incorporated under the Companies Act, 1956 having its registered office at 16, Swastik Society, Near Stadium Circle, Navrangpura, Ahmedabad-380009 (hereinafter referred to as “Cygnet Infotech”)

Acceptance of The Terms of Use:

You hereby understand and agree that by using the Services, You are deemed to have accepted these terms, regardless of how You subscribe to or use the Services. Terms of Use, Privacy Policy, and other policies are applicable while accessing the website or using Services, which is an electronic record in the form of an electronic contract. This electronic contract shall be binding under relevant provisions of applicable local, state, national, or international law and rules there under, as applicable laws and the amended provisions pertaining to electronic records in various statutes thereof. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of applicable local, state, national or international law that require publishing the rules and regulations, Privacy Policy, and Terms of Use for access or usage of the Website. For the purpose of this Terms of Use, registered user and wherever the context so requires “You” or “User” or “Your”, shall mean any natural or legal person who has agreed to use the Services by providing Registration Data while registering on the Website as Registered User/visitor using the Services hereby accept an electronic version of Terms of Use and has allocated himself/herself a unique identification user name (“User ID” and “Password”) to become Registered User or have been identified as Guest User by providing a mobile number, email id, User’s public IP (Internet Protocol) address, Browser Details, Device/Operating System’s (“OS”) version along with biometrics like fingerprint, facial id, and iris scan if opted. If there is any conflict between the Privacy Policy and the Term of Use, then Terms of Use shall take precedence.

Please read these Terms of Use carefully before using Services or registering on the Website or accessing any material, information, or services through the Website or application.

Use of The Services

1. Cygnet Infotech hereby grants You a limited, non-exclusive, non-transferable, revocable right and license to use the Services.
2. You shall have a limited right to use the Services, as may be required under applicable law.
3. You shall follow and adhere with the guidelines relating to Services as set out here under or under a Separate Agreement as may be required under relevant provisions in accordance to the applicable law.
4. Services will continue to apply until terminated by either You or Cygnet Infotech as set forth below:

If You want to terminate Your agreement with Cygnet Infotech, You may do so by (i) not accessing the Website or (ii) closing Your Account for all the services that You use, where Cygnet Infotech has made this option available to You.

In Connection with Using or Accessing the Services You will not:

1. Breach or circumvent any laws, third-party rights, or our systems, policies, or determinations of Your account status.
2. Use Services if You are not able to form legally binding contracts under applicable laws. Persons who are “incompetent to contract” within the meaning of the applicable laws, including minors, un-discharged insolvents, etc. are not eligible to use Services. if You are a minor, i.e. under applicable law, You shall not register on the website.
3. Transfer Your user ID to another party without Cygnet Infotech consent.
4. Distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes.
5. Distribute viruses or any other technologies that may harm Cygnet Infotech or the interests or property of users.
6. Use any robot, spider, scraper, or other automated means to access Services for any purpose.
7. Bypass Services robot exclusion headers interfere with the working of our Services or impose an unreasonable or disproportionately large load on our infrastructure.
8. Commercialize any application or any information or software associated with such application
9. Harvest or otherwise collect information about users without their consent, or;
10. Circumvent any technical measures Cygnet Infotech use to provide for the Services.
11. Cygnet Infotech believes that You are abusing our Services in any way, Cygnet Infotech may, in its sole discretion and without limiting other remedies, limit, suspend, or terminate Your user account(s) and access to our Services, delay, remove any special

status associated with Your account(s), remove and, reduce or eliminate any discounts, and take technical and/or legal steps to prevent You from using our Services.

12. Cygnet Infotech may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services. Additionally, Cygnet Infotech reserves the right to refuse or terminate all or part of our Services if they are detrimental in nature to our Services.

Term & Termination

- The Agreement will continue to apply until terminated by either You or Cygnet Infotech as set forth below. If You want to terminate Your agreement with Cygnet Infotech, You may do so by:
 - Not accessing the Website or
 - Closing Your Account for all the Services that You use, where Cygnet Infotech has made this option available to You.

The Agreement will continue to apply until terminated by either You or Cygnet Infotech as set forth below.

You agree that Cygnet Infotech may, in its sole discretion and without prior notice, terminate Your access to the Website and block Your Service for future access to the Website if Cygnet Infotech determines that You have violated the terms of these Terms of Use or any other Agreement(s). You also agree that any violation by You of the Agreement(s) will cause irreparable harm to Cygnet Infotech, for which monetary damages may be inadequate, and You agree to Cygnet Infotech obtaining any injunctive or equitable relief that Cygnet Infotech deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Cygnet Infotech may have at law or in equity.

Upon any expiration or earlier termination of these terms due to any reason Cygnet may (a) delete all Your credentials, code, documentation, passwords or access codes, mobile number, email id, User's public IP (Internet Protocol) address, Browser Details, Device/Operating System's ("OS") version along with biometrics like fingerprint, facial id, and iris scan, if opted; along with the documents signed on Cygnature ["Customer Data"] and any other Cygnet Infotech Confidential Information in Your possession, custody, or control; and (ii) Your right to access any of Your Customer Data in the applicable Service will cease and Cygnet Infotech may delete the Customer Data at any time after 30 days from the date of termination, excluding the document transaction audit trail, which will remain with Cygnet Infotech for Your future verification of Documents signed using Cygnature. You shall be responsible to make payment for the remaining portion of the Subscription term immediately.

Electronic & Digital Signature:

You acknowledge and agree that:

1. You have exclusive control and responsibility for the content of all Your Data, including any documents used with the Services; and
2. Certain types of documents, agreements, or contracts may be excluded from general electronic signature laws and/or Digital Stamping (such as wills, trusts, court orders, or family law matters, etc), or may have specific regulations that are applicable to them; and,
3. You are solely responsible for ensuring that the documents, agreements, or contracts executed by using Services are appropriate for electronic signatures, and Cygnet Infotech is not responsible or liable for any such determination or use; and
4. Consumer protection laws or other regulations impose specific requirements for electronic transactions involving its Clients, You are solely responsible for ensuring it complies with all such laws/regulations, and Cygnet Infotech has no obligations to make such determination or assist with fulfilling any requirements therein.
5. Any hardware tokens/ software tokens or devices which are in Your control or Your clients are then Your sole responsibility for usage, connectivity, or the loss of it.
6. For any passkey generated with respect to the use of the software/hardware tokens, You or Your client is solely responsible for its security and maintenance in terms of storage and usage.
7. Cygnet Infotech does not take responsibility for the storage or security of such passkeys, devices, or tokens.

Biometric Authentication and Digital Stamping:

Cygnet Infotech Services also provide biometric authentication and digital stamping in accordance to the applicable Laws [“Third Party Services”]. Further, You shall be solely responsible to verify the compliances of Third Party Services under the applicable laws of Your territory from time to time prior to execution of such documents through this Services. Cygnet Infotech does not have any method or a tool to verify the veracity of the said Third Party Services.

Cygnet Infotech provides authentication solutions/services such as OTP (one-time password), fingerprint (through Aadhaar in India), iris scan in order to track and keep a record of the same in addition to the Digital Stamping that is provided by a Third Party. The validation of these Third Party Services is done with adherence to the data provided by a third party and Cygnet Infotech is merely a Platform for it. Cygnet Infotech receives these Third-Party Services AS IS only with Your consent.

The authentications for Biometric verification are tracked and kept on data centers of Cygnet Infotech with Your consent and no change will be done to it. While providing these Third-Party Services the devices that collect the data and affix Stamp paper digitally are not a product of Cygnet Infotech and are taken from third-party services and any issue with the device is not a part of Cygnet Infotech’s responsibility.

User Account, Password, And Security:

1. Upon accessing of Services by You, You may be asked to provide certain information as part of the registration or guest log-in process. Such information will be retained by Cygnet Infotech in accordance to this terms and conditions.
2. If You use our Services, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer or device to prevent unauthorized access to Your account. You agree to accept responsibility for all activities that occur under Your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform Cygnet Infotech immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. You shall ensure that You exit from Your account at the end of each session. Cygnet Infotech cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. You may be held liable for losses incurred by Cygnet Infotech or any other user of or visitor to the Website due to the authorized or unauthorized use of Your account as a result of Your failure in keeping Your Account Information secure and confidential.
3. You shall ensure that the account information provided by You on the Cygnature's registration form is complete, accurate, and up-to-date. Use of another User's Account Information for availing the services is expressly prohibited.
4. If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete) then Cygnet Infotech shall not be responsible for any outcome of the service of Your account whether appropriate or inappropriate in current or future use of the Services.
5. Cygnet Infotech disclaims all liability for damages to the extent arising from (i) the failure of services provided by third parties (e.g. Internet service provider, Digital Stamp provider telecommunication, carriers, etc.), (ii) the disclosure or dissemination of information during transmission to and from the hosted application, You shall encrypt such information during transmission and (iii) delays or an error related to the hosted application caused by system or components outside of the Cygnet Infotech network, including but not limited to Your hardware, software and /or networking system, telecommunication, system, internet access, telephone, and communication equipment. Nothing express or implied in this Agreement or otherwise shall permit You or any party working on behalf of You the right to perform an ethical hack, utilize electronic scanning, or otherwise implement active or passive security testing against Cygnet Infotech or its Subsidiaries, Affiliate systems.
6. Further, Cygnature being a Blockchain ("i.e. digital ledger for any type of transaction") based software solution that provides a Blockchain certificate at the end of every electronic signing process. Moreover, for the said completion of this Blockchain process We imperatively have to collect the below mentioned essential details which are used by You to electronically sign the document:
 - o User's public IP (Internet Protocol) address
 - o Browser Details
 - o Device/Operating System's ("OS") version
7. Security: Cygnature protects Your information from unauthorized use or disclosure by taking reasonable technical and organizational measures designed to secure our systems from unauthorized access, use or modification

Intellectual Property Rights

1. The Web and Mobile application, the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the “Content”) is owned and controlled by Cygnet Infotech and the design, structure, selection, coordination, expression, look and feel and arrangement of such content is protected by copyright, patent and trademark laws, and various other intellectual property rights. Through Your use of the Website by no means are any rights impliedly or expressly granted to You in respect of such content. Cygnet Infotech reserves the right to change or modify the content from time to time at its sole discretion.
2. The trademarks, logos, and service marks displayed on the Web (“Marks”) are the property of Cygnet Infotech. You are not permitted to use the marks without the prior consent of Cygnet Infotech.
3. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Cygnet Infotech owns all intellectual property rights to and into the trademarks including, without limitation, any and all rights, title, and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.
4. Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any content through any medium without obtaining the necessary authorization from Cygnet Infotech.
5. Cygnet Infotech agrees and acknowledges that all right, title, and interest (including any intellectual property rights) in and to the content and documents that You upload while using Services (excluding any of Cygnet Infotech’s intellectual property) (the “You or Your Customer Data”) shall be sole property of Yours. You hereby grant Cygnet Infotech a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify, and create derivative works of the Your Data solely to the extent necessary to provide the Services or as otherwise permitted in these Terms. You expressly authorize Cygnet Infotech to use and process Your Data (including any Confidential Information contained therein) as described in these Terms and in the Cygnature Privacy Policy, which provides for, but is not limited to, delivering and sharing of content and documents as directed by Your use of the Services with third parties (e.g. individuals/legal entities) that You invite to view, approve or sign such contents and documents.

Use of Our Intellectual Property

1. Any Cygnet Infotech Intellectual Property provided or otherwise made available to You or Your Affiliates may be used by You and/or Your Affiliates solely for the express purposes described in this Agreement during the Term of this Agreement. For the avoidance of doubt, You willspan>
 - copy any Cygnet Infotech Intellectual Property;
 - distribute copies of any Cygnet Infotech Intellectual Property;

- modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble, or make derivative works or improvements based on any Cygnet Infotech Intellectual Property;
 - use, rent, loan, sublicense, lease, distribute, or attempt to grant other rights to any Cygnet Infotech Intellectual Property; or
 - use any Cygnet Infotech Intellectual Property to act as a consultant, service bureau, or application service provider, or to permit remote access to any Cygnet Infotech Intellectual Property.
2. Process transactions and send intimations through email and SMS on Your registered email id and mobile number as per applicable Data Protection Laws.
 3. Verify Your identity, including during account creation and password reset processes;
 4. Send invoices through email on Your registered email id.
 5. Manage risk, or to detect, prevent, and/or remediate fraud or other potentially prohibited or illegal activities;
 6. Detect, prevent or remediate violations of policies or applicable Terms of Use;
 7. Perform internal operations, including, for example, to prevent fraud and abuse of Our Services or illegal activities; to troubleshoot software bugs and operational problems; to conduct data analysis, testing and to monitor and analyze usage and activity trends;
 8. Send You communications We think will be of interest to You, including information about products, services, promotions, updates from time to time, where permissible and according to local applicable data protection laws.
 9. Personalize and improve the Services, including to provide or recommend features, content, social connections, referrals, and advertisements.
 10. Geo-location information to provide You with location-based services (such as search results, and other personalized content).
 11. All details disclosed at the time of subscription with consent will be retained as per the Privacy Policy as per applicable Data Protection Laws.

Maintenance of Logs

Subject to the applicable law, Cygnet Infotech may maintain the Audit logs of all the request/responses processed by You (i.e. capturing the complete metadata available in HTTP headers, request and response time stamp along with status success/failure/timeout, details mentioned in 9(e), etc.) from time to time.

Privacy

1. Cygnet Infotech views, protection of Your privacy as a very important principle. Cygnet Infotech understands clearly that You and Your personal information is of utmost importance that's why one of Cygnet Infotech's most important assets is Cygnet Infotech stores and processes Your Information including any sensitive financial information collected in accordance to the applicable laws. Cygnet Infotech also assures You to protect Your Personal Information if any, on computers which required physical as well as reasonable technological security measures and procedures in accordance with the

provisions of the applicable law. The way in which We use Your information are governed by Our Privacy Policy.

2. Once You provide Your information to Us, Cygnet Infotech may use such information to provide You various Services with respect to Your transaction only.

Disclaimer of Warranties and Liability

1. THE WEBSITE, SERVICES, CONTENT, AND ANY THIRD-PARTY CONTENT OR SERVICES ARE PROVIDED BY CYGNET INFOTECH ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CYGNET INFOTECH MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS OR YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CYGNET INFOTECH OR THROUGH THE WEBSITE / CONTENT OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.
2. NOTWITHSTANDING ANYTHING TO CONTRARY IN THE AGREEMENT(S), CYGNET INFOTECH’S ENTIRE AND AGGREGATE LIABILITY TO YOU UNDER AND IN RELATION TO THESE TERMS OF USE OR OTHERWISE SHALL NOT EXCEED THE PRECEDING TWELVE MONTHS’ FEES PAID BY YOU UNDER THIS AGREEMENT. FURTHER CYGNET INFOTECH WILL HAVE NO LIABILITY RELATED TO THE USER OF SERVICES AND / OR THIRD-PARTY CONTENT OR SERVICES. CYGNET INFOTECH ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS, MODIFICATION, OR UNAVAILABILITY OF SERVICES OR ANY THIRD-PARTY CONTENT OR SERVICES.
3. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW CYGNET INFOTECH WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A CONSEQUENCE OF UNAUTHORIZED USE OF YOUR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE WEBSITE OR ANY SERVICES, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. CYGNET INFOTECH HAS ENDEAVORED TO ENSURE THAT ALL THE INFORMATION ON THE WEBSITE IS CORRECT, BUT CYGNET INFOTECH NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE QUALITY, ACCURACY, OR COMPLETENESS OF ANY DATA, INFORMATION, PRODUCT, OR SERVICE. CYGNET INFOTECH SHALL NOT BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED FUNCTIONALITIES OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE FUNCTIONALITIES,

OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE OR SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, CYGNET INFOTECH SHALL NOT BE HELD RESPONSIBLE FOR THE NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND CYGNET INFOTECH'S CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY DATA UPLOADING THROUGH THE WEBSITE IS DONE ENTIRELY AT YOUR OWN DISCRETION AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTS FROM THE SUBMISSION OF SUCH MATERIAL OR DATA TO CYGNET INFOTECH SYSTEM. CYGNET INFOTECH ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS, WITH RESPECT TO ANY SERVICES PROVIDED TO YOU WHETHER ON BEHALF OF THIRD PARTIES OR ITSELF.

4. FURTHER, YOU ACKNOWLEDGE THAT CYGNET INFOTECH IS NOT PROVIDING LEGAL, FINANCIAL, TAX, ACCOUNTING, OR PROFESSIONAL ADVICE. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY, AND REVIEW OF ANY DOCUMENTS DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF THE SERVICES. IN NO EVENT SHALL CYGNET INFOTECH OR ITS THIRD-PARTY PROVIDER BE LIABLE FOR ANY PENALTIES, INTEREST, OR TAXES ASSESSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.
5. YOU WILL BE REQUIRED TO ENTER A VALID PHONE NUMBER AND/OR EMAIL ID WHILE REGISTERING ON THE WEBSITE FOR THE SERVICE INFORMATION REQUEST. BY DOING SO YOU HEREBY AUTHORISE US TO CONTACT YOU IN RELATION TO THE SERVICES THAT YOU HAVE REQUESTED.

Indemnification

1. Notwithstanding anything contained in this Agreement, it is hereby clearly understood by the parties that the Cygnet Infotech shall have no responsibility or liability in relation to the failure of any activity, if such activity may have been initiated by You and/or third-party through Services, and has failed or has been delayed on account of the process of authentication and acceptance of Your data by third party system or otherwise, including but not limited to, failure or delay as a result of, network or connectivity failure, device or application failure, third party system failure, possible downtime at the end or any other technical or non-technical error of any nature, whether foreseen or unforeseen at the time of entering into this Agreement.
2. You agree to indemnify, defend and hold harmless Cygnet Infotech its subsidiaries, affiliates, vendors, agents, and their respective directors, officers, employees, contractors, and agents (hereinafter individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted

against or incurred by the indemnified parties that arise out of, result from, or in connection with (i) Your breach of the Agreement(s); or (ii) any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website / Services; or (iii) Your violation of any rights of another, including any intellectual property rights.

3. Cygnet Infotech may notify You of any claims which You shall be liable to indemnify Cygnet Infotech. You will then be required to consult with Cygnet Infotech regarding the course of action to be undertaken in defending such a claim. Further, You shall not compromise or settle any claim or admit any liability or wrongdoing on the part of Cygnet Infotech without the express prior written consent of Cygnet Infotech which can be withheld or denied or conditioned by Cygnet Infotech in its sole discretion.

Electronic Communication

When You use the Website, Mobile application or send emails or other data, information, or communication to Cygnet Infotech, You agree and understand that You are communicating with Cygnet Infotech through electronic records and You provide consent to receive communications via electronic records from Cygnet Infotech may be periodically and as and when required. Cygnet Infotech will communicate with You by email or on Your mobile number which will be deemed adequate service of intimation / electronic record to the maximum extent permitted under any applicable law.

Free Subscription

Cygnet Infotech may provide You with Services for free or on a trial basis (a “Free Access Subscriptions”) or other early-stage Services, integrations, or features which are optional for You to use. This Section will apply to any Free Access Subscriptions (even if early Releases are provided for a fee or counts towards Customer/User’s Subscription Plan) and supersedes any contrary provision in these Terms. Cygnet Infotech may use good faith efforts in its discretion to assist Customers with Free Access Subscriptions or Beta Releases. Nevertheless, and without limiting the other disclaimers and limitations in these Terms, **YOU AGREE THAT ANY FREE ACCESS SUBSCRIPTION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA, OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO FREE SUBSCRIPTION, YOU FURTHER ACKNOWLEDGE AND AGREES THAT FREE SUBSCRIPTIONS MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN OTHER PROBLEMS FOR WHICH CYGNET INFOTECH WILL NOT BE RESPONSIBLE.** Cygnet Infotech makes no promises that future versions of Free trials will be released or will be available under the same commercial or other terms. Cygnet may terminate Your right to use any Free Access Subscriptions or Beta at any time for any reason or no reason at Cygnet Infotech’s sole discretion, without any liability.

Fees and Payments

The Services are available under subscription plans of various durations. Payments for subscription plans of a duration of less than a year can be made only by Credit Card. Your subscription will be automatically renewed at the end of each subscription period unless You downgrade Your paid subscription plan to a free plan or inform us that You do not wish to renew the subscription. At the time of automatic renewal, the subscription fee will be charged to the Credit Card last used by You. We provide You the option of changing the details if You would like the payment for the renewal to be made through a different Credit Card. If You do not wish to renew the subscription, You must inform us at least seven days prior to the renewal date. If You have not downgraded to a free plan and if You have not informed us that You do not wish to renew the subscription, You will be presumed to have authorized Cygnet Infotech to charge the subscription fee to the Credit Card last used by You. Please check our Website to know about our Refund Policy.

From time to time, we may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of Your then-current billing cycle. You will not be charged for using any Service unless You have opted for a paid subscription plan.

Cygnet Infotech may suspend Your access to its Services if: (i) Your account is overdue; or (ii) You have exceeded its service allocations/service limits. Cygnet Infotech may also suspend Your access to the Services or remove Customer Data if it determines that: (a) You have breached any portion of these Terms, or (b) suspension is necessary to prevent harm or liability to other customers or third parties, or to preserve the security, stability, availability or integrity of the Services. Cygnet Infotech will have no liability for acting as permitted above. For the avoidance of doubt, You will remain responsible for the payment of fees during any suspension period. However, unless these Terms have been terminated, Cygnet Infotech will cooperate with You to promptly restore access to the Services once We verify that You have resolved the condition requiring suspension.

Miscellaneouss

- **Entire Agreement:**

This agreement (including all Attachments hereto, and all documents incorporated herein by reference): (a) represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any proposals, representations previous or contemporaneous oral or written agreements and any other communications between the parties.

- **Assignment :**

You are prohibited to assign this agreement or any of its rights hereunder, or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the Cygnet Infotech's prior written consent, Cygnet Infotech in sole discretion may transfer its rights and obligations (also known as "assign") under this

Agreement without Your prior express consent, provided that Cygnet Infotech assigns the agreement on the same terms or terms that are no less advantageous to You.

- **Grievance Officer :**

In compliance with the applicable law and the Rules made thereunder, the Grievance Officer of Cygnet Infotech shall be Mr. Anuj Teli with email address: anuj.teli@cygnetinfotech.com

- **Governing Law :**

In case of any discrepancy between different applicable laws then this Terms Of Use and other policies shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the Indian Courts at Ahmedabad, Gujarat only.

- **Dispute Resolution**

All disputes arising out of or in connection with the Terms Of Use, Cookie Policy, Privacy Policy, and other terms("Agreement"), which shall be attempted to be settled through good-faith negotiation between both parties. Failing resolution through negotiation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 (including any statutory modifications and substitutions made thereto). The language of the arbitration shall be English. The place of arbitration shall be Ahmedabad and shall be performed by a single arbitrator chosen by mutual consent of both parties. Where the single arbitrator is not agreed upon between the Parties within 15 (fifteen) days from the date at which the negotiations failed in that case Arbitration proceeding shall be carried out by three Arbitrators. Each party shall appoint one arbitrator. The two appointed arbitrators shall appoint a third arbitrator to form the Arbitral Tribunal. The third arbitrator shall act as the presiding arbitrator. The decision of the Tribunal shall be binding on the parties. The Arbitral Tribunal will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrators may disclose the existence, content, or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the Arbitral Tribunal shall, upon written request by the other party, enter a final and binding decision against the non-paying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that require resort to the Arbitral Tribunal to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement. Notwithstanding the determination by the parties to utilize arbitration as specified above for resolution of

disputes arising out of or in connection with this Agreement, nothing herein shall preclude either party from seeking and obtaining from a court of competent jurisdiction appropriate equitable relief, including without limitation, a temporary restraining order or other injunctive relief, to prevent a breach of this Agreement relating to Intellectual Property, confidentiality, or non-solicitation, or to otherwise maintain the status quo pending the outcome of any arbitration

- **Force Majeure :**

Neither party will be liable for any failure to perform any of its obligations hereunder by reason of Force Majeure Event, provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; and provided further that if a party's performance is delayed for a period of more than thirty (30) days by reason of any Force Majeure Event, then the other party may at its option, by written notice to the affected party, either: (a) terminate this agreement; or (b) extend the Term of this agreement for a number of days equal to the duration of the affected party's non-performance.

- **Waiver :**

To be effective, any waiver by a party of any of its rights or the other party's obligations under this Agreement must be made in a writing signed by the party to be charged with the waiver. Waiver of any breach of any term or condition of this agreement will not be deemed a waiver of any prior or subsequent breach. No failure or forbearance by either party to insist upon or enforce performance by the other party of any of the provisions of this agreement or to exercise any rights or remedies under this agreement or otherwise at law or in equity will be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and

- **Severability :**

If any provision of this agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed in order to effectuate the purpose and intent of this agreement, and the invalidity or unenforceability of any provision of this agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction

- **Notices :**

Any notices required to be served under the provisions of this Terms of Use and Privacy Policy shall be in writing and shall be deemed to have been duly delivered upon completion of five (5) business days following the date of their mailing, by registered mail, or by established international courier service or served through Email ID of the respective party which shall be deemed delivered upon delivery of e-mail

- **Change in Policy :**

We may make changes from time to time to these Terms of Use so please check back regularly to keep informed of updates. The latest version of these Terms of Use will always be available on the Website. Any new version of these Terms of Use shall take effect and will govern the use of the Services and Your relationship with us immediately upon the date of posting. By continuing to use the Service, You agree to be bound by the terms of these updates and amen

- **Survival :**

The following Sections survive any expiration or termination of these Terms: (Free Access Subscriptions); (Ownership and Feedback); (Payment Terms); (Term and Termination); (Confidential Information); (Warranties and Disclaimers); (Indemnification Obligations); (Limitations of Liability); and (General/Miscell Complaint: If We receive a complaint from any person against You with respect to Your activities as part of the use of the Services, We will forward the complaint to the primary email address of Your user account. You must respond to the complainant directly within 10 days of receiving the complaint forwarded by Us and copy it in the communication. If You do not respond to the complainant within 10 days from the date of our email to You, We may disclose Your name and contact information to the complainant for enabling the complainant to take legal action against You. You understand that Your failure to respond to the forwarded complaint within the 10 days' time limit will be construed as Your consent to the disclosure of Your name and contact information by Cygnet Infotech to the compl

- **Feedback :**

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