

Terms of Service of TEVI.CO

Effective: December 31, 2019

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING TEVI.CO SERVICE FROM TEVICO WEBSITE (<http://www.tevi.co>)

These Terms of Service (the “**Terms**”) contain the legal terms and conditions that govern your use of and access to <http://www.tevi.co> (the “**Site**”) and our Agents, Software, Documentation (all as defined below and collectively, the “**Services**”) (the Site and the Services are referred to collectively as the “**TEVICO Properties**”). Please review these Terms of Service carefully before using the Services.

By using the Tevico Properties, clicking on “Sign Up” Button, or downloading any of our Agents, you represent that (1) you have read, understood, and agreed to be bound by the Terms of Service, (2) you have the authority to enter into the Terms of Service personally or on behalf of the company or other organization you have named as the user, and to bind that entity to these Terms of Service. In the event you are agreeing to these Terms of Service on behalf of a company or organization, “you” and “your” will refer to the entity you are representing.

1. Services

1.1 Use of the Tevico Properties: Subject to compliance with these Terms of Service, Tevico grants to you a limited, non-exclusive, non-transferrable, non-sublicensable right to: (i) access and use the Tevico Properties for your internal business purposes; (ii) reproduce portions of the Tevico Properties for the sole purpose of using the Tevico Properties for your internal business purposes.

1.1.1 Agent License: Use of any of our software agents and associated documentation that is made available via the Site or the Services (each an “**Agent**”) is governed by the Terms. Any copying or redistribution of the Agents is prohibited, including any copying or redistribution of the Agents to any other server or location. Subject to your compliance with the Terms, Tevico grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Agents for the sole purpose of enabling you to use the Services in the manner permitted by the Terms.

1.1.2 Updates: Tevico may require you to accept updates to the Tevico Properties that you have installed on your computer or mobile device. You acknowledge and agree that Tevico may update the Tevico Properties with or without notifying you. You may need to update third-party software from time to time in order to use the Tevico Properties.

1.1.3 Free Trials and Other Promotions: Any free trial or other promotion that provides you with free access to Commercial Services must be used within the specified time of the trial. At the end of the trial period, your use of that Commercial Service will expire and any further use of such Commercial Service is prohibited unless you pay the applicable fees.

1.1.4 Support: Technical support is only provided to users of Commercial Services based on your specific purchased Service.

1.2 Certain Restrictions: The rights granted to you in the Terms are subject to the following restrictions: You may not (i) copy, modify, host, sublicense or resell the Services; (ii) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Tevico Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (iii) access the Tevico Properties in order to build a similar or competitive website, application or services; (iv) remove or destroy any copyright notices or other proprietary markings contained on or in the Tevico Properties; (v) access or attempt the access the Services by any means other than what Tevico provides or expressly allows; (vi) reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services, without the express written permission by Tevico; (vii) transmit any worms or viruses or any code of a destructive nature; or circumvent any use restrictions put into place to prevent certain uses of the Services; (viii) misrepresent your affiliation with a person or entity; (ix) use the Tevico Properties to violate any applicable law.

1.3 Tevico May Discontinue the Services: Tevico may choose to modify or discontinue the Services, including any portions of the Services as we update our offerings and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you.

1.4 Tevico May Modify These Terms: Tevico may update these Terms from time to time. The most current version of these Terms will be posted on Site. When changes are made, Tevico will make a new copy of the Terms available at the Site. We will also update the “Last Updated” date at the top of the Terms of Service. **Please check the Site regularly to view our then-current Terms.**

1.5 Privacy: The Tevico Privacy Policy <http://tevi.co/privacy-policy> governs any of the personal information that you provide to us.

1.6 Your Account: In registering for the Services, you agree to provide true, accurate, current and complete information about yourself as prompted by our registration form (**“Registration Data”**); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You agree not to create an account using a false identity or information.

1.7 Your Data: Use of the Services may depend on your transmission of certain data (your **“Data”**). **You retain all rights and ownership in your Data. We do not claim any ownership rights in your Data.** You represent and warrant that you have the necessary rights and licenses required to provide your Data to Tevico in connection with your use of the Services and that by providing your Data in this manner, you will not violate any intellectual property rights of third parties, confidential relationships, contractual obligations or laws. You shall be solely responsible for ensuring that any processing of Data by Tevico and/or you via the Services does not violate any applicable laws

1.8 Tevico Proprietary Rights: Except with respect to your Data, you agree that Tevico and our suppliers own all rights, title and interest in the Tevico Properties and Content. Tevico’s

Software and other technology that may be used to provide the Service protected by copyright, trademark, and other laws of both India and foreign countries. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Tevico Properties. These terms do not grant you any right, title, or interest in any of the Tevico Properties or any Content other than your Data. These Terms do not grant you any rights to use the Tevico trademarks, logos, domain names, or other brand features.

1.9 Your Feedback: We appreciate your ideas, comments, suggestions, documents and/or proposals (“**Feedback**”). You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant Tevico a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback.

1.10 Your Contribution to Tevi.co Community: We appreciate your contributions to the Tevi.co community, including software recipes for Tevi.co. You represent and warrant that you have all rights necessary to submit the contribution and you hereby grant Tevico a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all contributions.

1.11 No liability for the use of community content:

Community content are PROVIDED ON AN "AS IS" BASIS, AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. YOUR USE OF THE COMMUNITY CONTENT IS AT YOUR SOLE RISK. Tevi.co does not warrant that (i) the code will meet your specific requirements; (ii) the code is fully compatible with any particular platform; (iii) your use of the code will be uninterrupted, timely, secure, or error-free; (iv) the results that may be obtained from the use of the code will be accurate or reliable; or (v) any errors in the code will be corrected.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TEVI.CO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF TEVI.CO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RELATED TO THE SOFTWARE, including, for example: (i) the use or the inability to use the code; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the code; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on the code; (v) or any other matter relating to the code.

Tevi.co reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the content (or any part thereof) with or without notice. Tevi.co

shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the content.

2. Use

2.1 Unauthorized Use & Access: You will prevent unauthorized use of the Services by your Administrators and your end users and terminate any unauthorized use of or access to the Services. You will promptly notify Tevico of any unauthorized use of or access to the Services.

2.2 Third Party Technology: Tevico Services may include certain Third Party Technology. In addition, we may provide you with software governed by an open source license. If there are provisions in those open source licenses that expressly conflict with these Terms, the relevant open source license terms will apply. ANY THIRD PARTY TECHNOLOGY DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH YOUR USE OF THE TEVICO PROPERTIES IS DONE SO AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH THIRD PARTY TECHNOLOGY.

3. Indemnification: You agree to indemnify and hold Tevico, its parents, subsidiaries, affiliates, officers, agents, employees, resellers or other partners and licensors harmless from any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to your Data or Contributions, or the use thereof, including but not limited to allegations that any processing of your Data by Tevico and/or you under this Agreement violates any applicable law or regulation, or infringes the privacy or intellectual property rights of a third party, your User Content, your use of the Tevico Properties, your violation of these terms, or your violation of any law.

4. The Service is Available "AS-IS" AND WITHOUT WARRANTY: TEVICO PROVIDES THE TEVICO PROPERTIES "AS IS" AND ON AN "AS AVAILABLE" BASIS. YOUR USE OF THE TEVICO PROPERTIES IS AT YOUR OWN RISK. TEVICO PROVIDES THE TEVICO PROPERTIES WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Tevico makes no warranty or condition that the Tevico Properties will meet your requirements or be uninterrupted, timely, secure or error-free. Tevico makes no warranty or condition that results obtained from your use of the Tevico Properties will be accurate or reliable or that any errors in the Tevico Properties will be corrected. Tevico will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Tevico Properties. No advice or information, whether oral or written, obtained by you in connection with your use of the Tevico Properties shall create any warranty not expressly stated in these Terms.

5. Tevico's Limitation of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TEVICO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT TEVICO HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TEVICO'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES, THE SITE, THE AGENTS AND THE FORUMS WILL AT ALL TIMES BE LIMITED TO THE GREATER OF FIFTY U.S. DOLLARS (U.S. \$50) OR THE AMOUNTS YOU PAID TO TEVICO IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TEVICO AND YOU.

6. Termination: We reserve the right to suspend or cease providing the Tevico Properties or any portion of the Tevico Properties, at any time, with or without cause, and with or without notice. We may suspend or terminate your use of the Tevico Properties if you are not complying with these Terms, or if you use the Services in any way that could cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance. If you want to terminate the Services at any time, you may do so by using the termination option provided within the Tevico application.

7. Effect of Termination: Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and data associated with or inside your account, including your Data. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of your Data associated therewith from our live databases. Tevico will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Data. All provisions of these Terms, which by their nature should survive, shall survive termination of Services, including without limitation ownership provisions, warranty disclaimers and limitations of liability.

8. Governing Law: The Terms and any action related thereto will be governed and interpreted by and under the law of India, without giving effect to any principles that provide for the application of the law of another jurisdiction.

9. Refund/Cancellation: You are solely responsible for all service, telephony, data charges and/or other fees and costs associated with your access to and use of the Services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use. If you elect to access or use our services that involve payment of a fee, then you agree to pay, and will be responsible for payment of, that fee and all taxes associated with such access or use. These fees may be listed on the site of use, and/or through direct contracts/statement of work between you and Tevico.

If your payment method fails or your account is past due, then we may collect fees owed using other collection mechanisms. This may include charging other payment methods on file with us and/or retaining collection agencies and legal counsel. We may also block your access to any Services pending resolution of any amounts due by you to Tevico.

For payment, a valid credit card, bank account, or pre-approved RazorPay account is required. We bill for our service on a fixed basis. The price is based on the chosen pricing plan. The date of billing is determined by your last purchase date, and all subscription enrolment plans are automatically renewed unless the membership is cancelled. Cancellation can be done at any time, and will take effect from the next payment period.

Cancellation of membership may cause the loss of content, features, or capacity of your Account. Tevico does not accept any liability for such loss.

Refunds are not available for Tevico service subscription, but you may cancel your autorenewal at any time. No credit or refund will be due to the Customer for any unused services.

10. General Terms: These Terms constitute the entire and exclusive agreement between Tevico and you with respect to the Services and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms constitute the entire and exclusive agreement between Tevico and you with respect to the Tevico Properties and supersede and replace any other agreements, terms and conditions applicable to the Services. Purchase orders placed by you shall be for the sole purpose of specifying the Commercial Services that you wish to purchase. Any other terms stated in any purchase order delivered to Tevico by you, other than pursuant to an Order Form supplied by Tevico, shall have no effect. These Terms create no third party beneficiary rights. Tevico's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Tevico may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. You and Tevico are not legal partners or agents; but rather we have an independent contractor relationship. Tevico will not be responsible for any failure to perform or delay in performing any of its obligations under these Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond Tevico's reasonable control.