

# PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

## **Introduction**

a) By being allowed access to this Site (as defined below), you enter into the Site user agreement on the terms and conditions (“Terms”) set out. The Company (as defined under) reserves the right to add to or change/modify the Terms. The Company reserves the right, at its sole discretion, to make changes to any section of the Site. Due to its policy of updating and improving the Site, the Company may wish to change these Terms including those relating to the use of the Information (as defined under). You should read these Terms from time to time because such revised Terms shall be binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages in this Site. If you access or register with the Site after the Company has published or notified you of those changes, you agree to be below and are bound by those changes.

b) Set out below are the Terms governing the access, use of and downloads from this website, and includes any file or groups of files hosted on a computer and accessible by third parties through the internet protocol used to transmit files through the internet and any collection of one or more inter-related web pages or documents which can be viewed in entirety without leaving the applicable distinct URL when viewed by a browser program through a common URL. It is expressly understood that the term “URL” means the electronic address of any document located on the web comprising of a code or series of letters, numbers and/or symbols, which corresponds to a specific location on the web.

c) You are advised to read the Terms carefully before accessing or registering to the Site. By accessing the Site you are agreeing to the Terms, whether or not you are a registered user. Please contact [info@neutechservices.com](mailto:info@neutechservices.com) if you require any clarifications.

d) The materials on the site are provided by Neu-Tech Services, an Indian company, having its corporate office at 1st floor, Battuwar Complex, Above BOM, Main Road, Ballarpur- 442701, Maharashtra (“the Company”) as a service to its users and subscribers, and may be used for informational purposes only. If you do not agree to the Terms, please do not access/ use the Site or download any materials from it. The access to this Site is at the sole discretion of the Company. Certain parts of this Site are accessible without the need for registration. You will be prompted to register when you attempt to access part of the Site which requires prior registration.

## **Intellectual Property**

a) The NEU-TECH SERVICES trademark and logo may not be used without the prior written consent of Neu-Tech Services and shall not be used in any manner that is likely to cause confusion or in any manner disparages or discredits the Company, the logo or the Site.

b) All the information displayed, transmitted or carried by the Site and its related websites including but not limited to data, images, graphics, logos, icons, directories, guides, news articles, opinion, reviews, text, photographs, images, illustrations, profiles, softwares, audio

clips, video clips, trademarks, service marks and the like, e-mail, messages posted by the user in a chat room, discussion forum or otherwise (collectively "Information") are protected by copyright, trademarks and other intellectual property laws. The Information is owned by the Company, its affiliates or third party licensors. You agree to abide by all copyright notices and restrictions that are applicable to any Information and not to alter the Information in any way. You further agree not to transfer the Information to any other person and you agree that you shall do all that may be necessary to prevent any unauthorized copying of the Information.

c) Except as expressly provided herein, the Company, its affiliates, subsidiaries and its suppliers do not grant any express or implied right to you under any intellectual property laws. Any other rights may be expressly granted to you by the Company in writing. All trademarks, brands and names used on this Site, including trademarks, brands and names of affiliates, co-subsidiary, co-branders, partners, advertisers, etc., are the property of their respective owners and the Company claims no right, title or interest to such trademarks, brand and names used on this Site.

### **Use of Information**

a) You may download one copy of the Information hosted on the Site on a single computer for your personal, non-commercial internal use only unless specifically licensed to do otherwise by the Company in writing or as allowed by any license terms which accompany or are provided with any particular Information. This is a license, not a transfer of title, and is subject to the restrictions set out in these Terms.

b) You may retrieve, display, print or store any part of the Information for your personal, non-commercial use only. Any other use, including reproduction, modification, distribution, transmission, re-publication, commercial exploitation, display or performance of the Information on this Site is strictly prohibited.

c) The Information whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Information originated. Therefore, the Company is not responsible for any Information that you upload, download, post, email, transmit, exchange or otherwise receive through the Site. The Company does not control the Information posted via the Site and does not guarantee the accuracy, veracity, integrity, reliability or quality of such information.

d) You shall not use, access or post on the Site any Information which is unlawful, immoral, illegal or malicious or in violation of any law of the place where you access the Site nor shall you use the Site for gambling, solicitation, email attacks, transmission of viruses, malicious or nuisance emailing or messaging, diffusion of immoral or pornographic material or engage in any activity which will result in breach of law or result in any offence. If you do any act or omission of the nature stated herein, the Company reserves the right to restrict or prohibit your access to the Site or to take steps to counter these or to terminate your registration and enforce all remedies available to the Company in law.

e) Notwithstanding anything mentioned in the Terms, in particular, you may not without the prior written permission from the Company:

i. redistribute any of the Information  
ii. create a database in any format by systematically downloading and storing all or any of the Information.

iii. modify the Information or use them for any commercial purpose, or any public display or performance, sale or rental.

- iv. de-compile, reverse engineer or disassemble software except and only to the extent permitted by applicable law.
- v. use the Site or the services provided by the Company to:
1. Upload, post, email, transmit or otherwise make available any content or Information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
  2. Impersonate any person or entity, including, but not limited to, a Company official or representative, forum leader, guide or host.
  3. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the service.
  4. Upload, post, email, transmit or otherwise make available any content or Information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements).
  5. Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose.
  6. Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
  7. Interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service.
- f) You agree to indemnify and hold the Company and its subsidiaries, affiliates, subsidiaries, officers, agents, co-branders or other partners, and employees, harmless from any claim, demand, liabilities, costs, damages including attorneys' fees, made by any third party due to or arising out of the Information you submit, post, transmit or make available through the Site, or from and resulting from your connection to the Site, or resulting from your violation of these Terms, or resulting from your violation of any rights of another, all whether done negligently or otherwise.

### **Discussion Forums**

- a) The Site includes public areas that allow feedback to the Company and interaction with third parties ("Forums"). The Company reserves the right (which it may exercise at its full discretion without notice) to delete, or edit user input and you waive any rights, moral or otherwise that you have with regard to your input. The Company shall have the right to use any Information posted by the user for any purpose that the Company deems fit. We reserve the right to edit or remove any Information, either exchanged or posted on the public domain, without assigning any reason.
- b) The Company does not have any obligation whatsoever to monitor, approve, endorse or exercise editorial control over any information posted by users and does not therefore accept responsibility for or make any warranties in connection with such information.
- c) By submitting any Information to any Forums on this Site you are granting the Company a

perpetual royalty free, non-exclusive license to reproduce, make available, distribute and sublicense your input in whole or in part and in print or electronic form or in any other form.

### **User Undertaking**

- a) Any Information or other communication you transmit or post to this Site will be considered non-confidential and non-proprietary. The Company will have no obligations with respect to such Information or communications. The Company and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Information and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.
- b) You are prohibited from accessing, using, posting or transmitting to or from this Site any unlawful, threatening, libellous, defamatory, obscene, pornographic, or other material that would violate any law. If you engage in any such activity the Company will have the right to restrict or prohibit you from accessing or using the Site or the services being offered by the Company.
- c) The Company may, but is not obligated to, monitor or review any sections on the Site where you transmit or communicate with each other or post Information, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Information. We reserve the right to edit, delete, remove any Information from the Site. You waive all rights of privacy that they have in relation to any monitoring or review done by the Company as regards any Information posted by you or as regards any communication engaged in by you.
- d) The Company will have no liability related to the content of any Information posted by third parties, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

### **Software**

- a) Copyright in any software owned by the Company that is made available for download from the Site ("Software") is the property of the Company or the third party from whom the Software is licensed as the case may be. The Copyright in any other Software not owned by the Company vests with its respective owner/ proprietor. Your use of the Software is governed by the terms and conditions of any license agreement that may accompany or be included with the Software. You should not install any Software unless you agree to the terms of the respective Software license. The Company makes no representation or warranties in relation to these Software and you will have to directly deal with the respective owner of such Software.
- b) The Company shall have no liability for any Software that may be downloaded by you from the Site or for any loss or damage arising out of the use of such software and the Company will not be held liable for any loss or damage arising out of such use or access of the Software.

### **Hyperlinks**

- a) The Company may provide hyperlinks to other internet sites including of co-branders, affiliates, subsidiaries or partners. Since the Company has no control over such sites and resources, you acknowledge and agree that the Company is not responsible for the availability of such external Sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Sites or resources. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use

of or reliance on any such content, goods or services available on or through any such Site or resource.

b) The Company reserves the right to terminate any link or linking program at any time. The Company does not endorse companies or products to which it provides web links and reserves the right to note as such on its Site. If you decide to access any of the third party sites linked to the Site, you are doing this at your own risk and choice.

### **Advertisement**

a) The Company does subscribe to Google AdSense and/or other parties which delivers ads targeted to search results based on the content of our sites webpage. The ads delivered by Google AdSense and/or other parties are not controlled by the Company nor any of its affiliates. Ads delivered by Google AdSense and or other parties do not constitute nor imply endorsement of any product or service offered by the Company or any officers, employees nor of any of its affiliates.

b) Users are recommended to make appropriate enquiries and take appropriate advice before sending any money, incurring any expense or entering into a binding commitment in relation to any advertisement on our website. The Company shall not be liable to any person for loss or damage incurred or suffered as a result of his/her accepting or offering to accept an invitation contained in any advertisement on our website.

### **Privacy Policy**

a) The information you provide about yourself to the Company will only be used by the Company in accordance with its Privacy Policy as set out in the Site. To review the privacy policy, [click here](#).

### **Disclaimer**

a) The Company does not make any representation or warranty regarding the accuracy, completeness, and reliability of the Information displayed, uploaded or distributed through the Site. The Company is not responsible for any loss or damage resulting from any inadvertent errors or omissions appearing on this Site and any user using information contained on the Site does so entirely at his/her own risk.

b) The Company makes no representation and warranty that the Site is free from infection by viruses, worms or any other properties that has contaminating or destructive properties.

c) Except for the warranties expressly mentioned in these Terms, the Company excludes and disclaims all warranties, conditions or statements, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for purpose, title and/or non - infringement. The information from or through this Site is provided on "AS IS" basis, and all warranties expressed or implied, of any kind, regarding any matter pertaining to any goods, services or channel, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed and excluded.

d) The Company will not be liable for damages without limitation including damages for loss of business projects, or loss of profit arising in contract, tort or otherwise from the use of or inability to use this Site, including but not limited to direct, indirect, incidental, special, punitive or consequential damages, from your use or inability to use the Site or any content or information or from any action taken (or refrained from being taken) as a result of using the Site

or any content or Information, regardless of whether the Company has been notified of such damages. The Company does not assume any legal liability or liability or responsibility for the accuracy, completeness, or usefulness of any Information, apparatus, product, or process disclosed nor represents that its use would not infringe privately owned rights. Certain links on the Site lead to resources located on servers maintained by third parties over whom the Company has no control or connection, business or otherwise. These sites are external to the Company and by visiting these, you are outside the Site and its channels. Neither the Site nor the Company endorses in any way nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity, availability of any of the goods or services or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visiting and transaction on these sites.

e) Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favouring by the Company. The views and opinions expressed herein do not necessarily state or reflect those of the Company, and shall not be used for advertising or product endorsement purposes.

f) External web links to other sites are intended for convenience of the users without having the endorsement of the Company. Use of any logo for any company or entity outside of the Company is used for better look and for your convenience, but its use is not meant to imply an official endorsement of their product(s), services.

g) All the contents of this Site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this Site.

### **Restriction of Access/ Termination**

a) If you violate any of these Terms, the Company may deny you access to the Site and also disable any other user name and password associated with you. This is in addition to any other remedies available at law or equity including that of termination of the registration for the services that you avail of.

b) The Company reserves the right to suspend or terminate your access and use of this Site or registration, as the case may be, at any time, without assigning any reason whatsoever, in addition to the reasons stated in these Terms. The Company may exercise this right of termination, with or without giving notice to you. You agree that the Company shall not be liable to you or to any third party for any suspension or discontinuance of the Service.

### **Choice of law and jurisdiction**

a) This Site is owned by the Company. The Company makes no representation that the Information in the Site is appropriate or available for use in places other than India. Further, you may note that access to the Site from territories where the Information is illegal is prohibited.

b) Those who choose to access this Site from places other than India do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Information in violation of Indian laws and regulations. Please ensure that you fully comply with the laws of the country from where you access the Site.

c) The laws of India shall govern any claim relating to the Information by any user without

giving effect to any principles of conflicts of laws. Any waiver or amendment of any of these legal notices will be effective only if signed by the Company and the failure of the Company to exercise or enforce any of these legal notices shall not constitute a waiver of such right or provision. The Courts of Mumbai, India shall have exclusive jurisdiction in relation to any dispute regarding the use or access of the Site.

### **Assignability**

a) You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

### **Severability**

a) If any provision of these Terms is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

### **Waiver**

a) Failure by the Company to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

### **Force Majeure**

a) The Company shall have no liability to you for any interruption or delay in access to the Site irrespective of the cause.

### **Entire Agreement**

a) These Terms and any revision thereof constitute the entire agreement between the Company and you with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements written or oral regarding such subject matter.

### **Unauthorized Access and Notification**

a) You are responsible for the use of the Site and for preventing any unauthorized use of your registration. You are under an obligation to keep your password strictly confidential. If you believe that there has been any breach of security such as the disclosure, theft or unauthorized use of your user name and password, you must notify the Company immediately at [info@neutechservices.com](mailto:info@neutechservices.com). The Company disclaims all liabilities in respect of any such unauthorized access or use.

### **Contacting the Company**

a) If users have any questions or clarifications about the Terms or the Privacy Policy, the practices of the Company or their dealings with the Company, please contact the company.