

# Paxcom's Terms and Conditions

**THE USE OF THE WEBSITE BY THE USER SHALL MEAN THAT HE/SHE AGREES WITH THE FOLLOWING TERMS OF SERVICE**

PAXCOM provides cloud based Services for multichannel eCommerce process management (hereinafter referred to as the "Services"). The website and Services is owned by Paxcom India Pvt Ltd. having its Registered office at Gurgaon.

Before using the services rendered by Paxcom, you are requested to read and understand the Terms of Service specified herein. You accept and understand that Paxcom shall have the absolute right to amend these Terms at any point of time unilaterally with or without any notice.

## Using The Services

The USER agrees that it will not misuse the Services. USER may use the Services only as permitted by law. Paxcom may suspend or stop providing Services to the USER in case of any non compliance with the agreement or if Paxcom is investigating suspected misconduct.

## Copyrights

The Services are protected by copyright laws of India, as well as other property laws and treaties. The use of the Services, except for use of the as permitted in this agreement, is strictly prohibited and infringes on the intellectual property rights of others and may subject the USER to civil and criminal penalties, including possible monetary damages, for copyright infringement. Except as stated in this Agreement, use of the Services does not grant any rights or title to any intellectual property rights in the Services or Documentation to the USER. All rights to the Services and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights are reserved by PAXCOM. The USER itself and with any third party will not, including but not limited to, reproduce, copy, modify, duplicate, sell, resell, rent, sub-license or trade the Services (or any part thereof) for any purpose.

## Privacy Protection

Paxcom respects USER's privacy and assures that the information collected from USER will be used only to provide the Services. Such personal information shall not be made available to any third party. Paxcom may publish frequent reports on industry trends using collaborated data of its USERS. USER permits the use of data for generic reports.

## Payments and Refunds

Paxcom will charge a monthly subscription fee based on USER's account plan. The Services are billed in advance for each month, quarter, half-year or year, and is non-refundable. There will be no refunds or credits for partial months of service, or refunds made should USER not use the Services during a period of time when USER's account is open. No exceptions will be made. Initial security fee and version fee will be as follows -

## Security Clause

The security fees of Rs. 5000 has to be paid by USER before starting paid version. This amount is completely refundable. The entire amount would be refunded after the deactivation of the USER's account. The amount would be adjusted if the USER doesn't clear the pendings payments before closure. Security would be refunded after 1 month of the deactivation of accounts.

## Versions of the Services

If required, the USER can use the FREE version of eGenie and Kinator for commercial purposes, for a trial period of 15 day's time and free of charge. To use the PAID version, the USER shall explicitly activate it by an Activation Key, on payment of the appropriate subscription fee. Without purchasing the Activation Key, after the trial period, the FREE version of Services will be deactivated. Under no circumstances the USER shall make the activation key known or distribute to unauthorized parties.

## Use of Trademark/Trade Name

PAXCOM shall have the right to display Trademark/Trade name of the USER on its website i.e. [www.paxcom.ai/](http://www.paxcom.ai/) or on any other website that PAXCOM may own or operate in future. Display of USER's Trademark/Trade name shall be limited for the purpose of recognizing the USER as a client of PAXCOM. The right of PAXCOM to display USER's Trademark/Trade shall not be conditional upon purchase of the PAID version of the Services by the USER. No claim whatsoever for infringement of Trademark or otherwise shall lie against PAXCOM for display of USER' Trademark/Trade name in terms of this clause.

## Limited Warranty

Errors within the Services cannot be excluded. The Free version of the Services and any related documentation is provided "as is" without warranty of any kind. The entire risk arising out of use of the Services remains with the USER.

As a USER of the Paid version of the Services after the trial period, the USER shall be entitled to rectification of defects if the Services do not conform to the specification. However, USER understands that certain rectifications can be beyond the control Paxcom and hence Paxcom can not be held responsible for any damages at the USER' end.

The services are provided "as is" and "as available" basis without warranty of any kind from the part of Paxcom.

The services are aimed at increasing operational efficiency and assistance. The USER understands and agrees that the Services do not ensure increase in revenue of the USER.

USER understands and agrees that it will be solely responsible in case of any damages or loss of data that may occur to USER's computer or system or any other equipment which resulted from using the services.

Paxcom does not review, edit, censor or take responsibility for any information that USER may create, transmit, post, store, distribute, display or present using the Services.

In addition, USER specifically acknowledges and agrees that no oral information or advice provided by Paxcom, its officers, directors, employees, or agents will :

Constitute legal or financial advice or,

Create a warranty of any kind with respect to the services, and USER should not rely on any such information or advice.

Paxcom assumes no responsibility with respect to USER's use of the services and shall not be liable for consequential, incidental, or special damages, including but not limited to loss of use, business interruptions, and loss of profits, lost revenue or punitive or exemplary damages, even if Paxcom is aware of the possibility thereof.

## **Limitation of Liability**

PAXCOM is only fully liable in cases of intent and culpable negligence of PAXCOM itself, its representatives or agents. This limitation of liability shall not limit any mandatory statutory liability or liability for personal injuries caused by negligence. By loss of data, PAXCOM is responsible only for that expenditure, which would be necessary during normal data protection for the re-establishment of the data. The USER shall take all reasonable measures to prevent and mitigate damages. The USER shall make backup copies of its files in reasonable intervals, but at least once in a week, in order to allow lost or disrupted data to be recovered with reasonable efforts only. Failure to comply with these obligations is deemed to be contributory negligence of the USER. PAXCOM limits the liability for other damages (i.e. escaped profit, operating interrupt, loss of business information or other financial losses), if not caused by culpable negligence, to the purchase price of the Services.

## **Changing the Service**

PAXCOM reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on use of the Services. Such modifications and additional terms and conditions will be communicated to the USER and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that the USER refuses to accept such changes, PAXCOM will have the right to terminate this Agreement and USER's account. The USER agrees that PAXCOM shall not be liable to the USER or any third party for any modification or cessation of the Service. If the USER has paid to use the Services and PAXCOM terminate it or materially downgrade its functionality, PAXCOM will provide the USER with a pro rata refund of any pre-payment.

## **Force Majeure**

PAXCOM will not be liable for any non performance, delay, error, data loss or other loss caused by any events or conditions that are beyond the reasonable control of PAXCOM.

## **Governing Law**

This Agreement and the relationship between PAXCOM and the USER shall be governed by the laws of Gurgaon. PAXCOM and the USER agree to submit to the personal and exclusive jurisdiction of the courts located within New Delhi, to resolve any dispute or claim arising from this Agreement.

## **Conditions of Services**

The Terms specified herein restrict the use of this "Service" by minors and those who do not have capacity to enter into a valid commercial contract.

- If USER is less than 18 years and wish to contract, USER is required to contract through your parents or legal guardian.

- USER is required to provide accurate and correct personal information while registering to use the services rendered by Paxcom and USER agree to keep it up-to-date.
- Paxcom have the right to verify the Information provided by the USER in reasonable circumstances if required.

## **Restricted Content**

Uploading any restricted content as listed below may result in immediate account termination. USER must not upload, post, host or transmit the following items to or from the Service including but not limited to:

- Unsolicited email, SMS's, or "Spam" messages;
- Worms, viruses or code of a destructive nature; or
- Questionable or Illegal material (Including copyrighted material).

## **Support**

Optional telephone support is available between the hours 10am-7pm. Our support packages may be subject to an additional charge per USER, which will be set out on the Order Form

A support ticket may be raised by you at any time but you acknowledge that Paxcom will only respond during the hours mentioned above. Email support is available 24 hours, 7 days per week.

## **Termination**

PAXCOM may terminate this license if the USER fails to comply with any of the limitations or other requirements described herein. Upon any termination or expiration of this Agreement, the USER must immediately cease using the Services.

## **Salvatory Clause**

If individual clauses of this Agreement should prove to be ineffective, this does not affect the effectiveness of the remaining clauses. The parties shall without delay replace the ineffective clauses by others which as closely as possible approximate to the intentions of the ineffective clauses.

## **Entire Agreement**

This Agreement constitutes the entire agreement between PAXCOM and the USER and completely replaces any prior agreements between PAXCOM and the USER in relation to the Services. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of PAXCOM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.