



TrustIn

TERMS AND CONDITIONS

TrustIn is a property of and operated by TrustIn Software Services Private Limited registered under the Companies Act, 2013, and having its registered office at Meghana Srinivas, #775, SriLakshmi, 9Main, 3Block, Koramangala, Bangalore – 560 034. By accessing or using any version of the TrustIn website at www.trustin.co.in and / or web-based platform and application(s) provided / licensed / granted by TrustIn Software Services Private Limited ("**Product/s**"), you signify that you have read, understood and agree to be bound by these Terms and Conditions ("**T&C**") and any other applicable law. As used herein, "**Users**" shall mean anyone who uses or accesses the Product on any computer, mobile phone, tablet, console or other device (collectively, "**Device**"). Your continued use of the Product shall be constituted as your acceptance to the T&C, as revised from time to time. If you do not agree with these T&C, please do not access and use the Product. For the purposes of these T&C, "we", "our" and "us" shall mean TrustIn Software Services Private Limited, and/or third-party service providers engaged by TrustIn Software Services Private Limited to render certain services on the Product and "you" and "your" shall mean a User who meets the eligibility criteria set out below. We reserve the right to deny access to any User without prior intimation.

1. Terms and conditions subject to change

- ☐ 1.1. We reserve the right to update or modify these T&C at any time without prior notice. Your access and / or use of the Product following any such change constitutes your agreement to follow and be bound by these T&C, as updated or modified. For this reason, we encourage you to review these T&C each time you access and use the Product.

2. Eligibility

- ☐ 2.1. You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these T&C. You shall not access and / or use the Product if you are not competent to contract under the Product applicable laws, rules and regulations.
- ☐ 2.2. If you represent a company, partnership firm or sole proprietorship, you shall be eligible to access the Product and avail of the features and facilities on its behalf only if you have been duly authorized by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity and further, if you have fulfilled such additional eligibility requirements as TrustIn Software Services Private Limited may require in connection therewith.

3. Intellectual Property Policy

3.1. All of the content on the Product, including, without limitation, all of the page headers, images, illustrations, graphics, audio clips, video clips or text, reports generated, trademarks, Tradenames, logos, brand element, etc. ("**Product Content**"), constitute our and our licensors' intellectual property and we own all rights, title, interest in and to the said Product Content. The look and feel of the Products and / or any part thereof, are copyright of TrustIn Software Services Private Limited. All rights reserved.

Copyright laws in all applicable jurisdictions protect the Product and the Product Content.

- 3.2. You may access the Product, avail of the features and facilities and utilize the Product Content for your personal or internal requirements only. You are not entitled to duplicate, distribute, create copies, create derivative works of, display, or commercially exploit the Product Content, features or facilities, reuse any part of the Products and / or Product Content or any visual element thereof, directly or indirectly, without our prior written permission. If you would like to request permission to commercially or otherwise exploit any particular Product Content, you may contact us in the manner provided for herein.
- 3.3. TrustIn Software Services Private Limited and its licensors, if any, are the sole owners of the underlying software and source code associated with the Product and all the trademarks, copyright and any other intellectual property rights of any nature in the Product.
- We respect the intellectual property of others. In case you feel that your work has been copied in a way that constitutes copyright infringement, you can write to us at hello@trustin.co.in

4. User Account, Passcode & Security

- 4.1. You have an option to set a password to your user account on the Product once you sign up on the app. You are responsible for maintaining the confidentiality of the password and your account ("**Account**") and are fully responsible for all activities that occur upon your access of the Product and / or under your password or Account. You agree to: (a) immediately notify us of any unauthorized use of your password or Account or any other breach of security; and (b) ensure that you log-out from your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause 4.
- 4.2. You hereby acknowledge that the deletion of the Product from the Device does not constitute termination of your Account and agree to undertake the process detailed herein in order to complete de-registration. If and when you are desirous of having your name and other details removed from the records of TrustIn Software Services Private Limited, you shall notify TrustIn Software Services in writing at e-mail address [] and within [] days of being notified, TrustIn Software Services Private Limited shall remove and/delete all such information.
- You acknowledge that we are not obligated to monitor your (or any other person's) access to or use of the Product or services, but we reserve the right to do so in order to operate the Product, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or another governmental body. We reserve the right to suspend or block your access or use of the Product or services, if you don't comply with the terms herein or without assigning any reason whatsoever.

6. Customer Communications

- ☐ 6.1. Accepting these T&C, implies your express consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while registering your Account. You further agree to us contacting you in any manner, including without limitation, SMS messages (including text messages), calls using pre-recorded messages or artificial voice, calls and messages delivered using auto telephone dialing system or an automatic texting system, and notifications sent via the Product. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via SMS.
- ☐ 6.2. You certify, warrant and represent that the telephone numbers and/or email addresses and any other information that you have provided to us are your own and not someone else's and are true, accurate, current and complete. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us and emails at each of the email addresses you have provided us. You agree to notify us whenever you stop using a particular telephone number(s) and/or email address (es).

8. User Guidelines

- ☐ 8.1. In consideration of TrustIn Software Services Private Limited granting you the rights hereunder, you hereby agree not to use the Product for any purpose that is unlawful under any applicable laws and/or in violation of the terms of these T&C and our Privacy Policy. You shall not use the Product in any manner that could damage, disable, overburden, or impair our server, or any network(s) connected to any TrustIn Software Services Private Limited server, or interfere with any other party's use and enjoyment of the Product. You shall not attempt to gain unauthorized access to any functions and features, other user accounts, computer systems or networks connected to any TrustIn Software Services Private Limited server, in any manner, including, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the Product.
- ☐ 8.2. The Product is made available to you for your own personal and non-commercial use alone. You shall not either by yourself or allow third parties to: (i) make and/or distribute copies of the Product or any deliverable generated by the Product; (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the Product; and/or (iii) create derivative works of the Product.
- ☐ 8.3. You accept that any and all operations emanating from your Device shall be assumed to have been initiated by you.
- ☐ 8.4. You shall not copy, reproduce, distribute, or create derivative works of our content that is available on the Product. Also, you shall not reverse engineer or reverse compile our technology that is available on the Product, including, without limitation, such Java applet, as may be associated with the Product from time to time.
- ☐ 8.5. You shall request TrustIn Software Services Private Limited, in writing, to block the Account and change the passcode immediately for the Account, if your Device has been lost or stolen.
- ☐ 8.6. You are responsible for any and all activities that occur in your Account. You agree to notify TrustIn Software Services Private Limited immediately of any unauthorized use of the Account or any other breach of security. TrustIn Software Services Private Limited shall not be liable for any loss to you or your organization owing to negligent actions or a failure on your part to inform TrustIn Software Services Private Limited within a reasonable time,

about loss or theft of your Device and/or any unauthorized access in your Account, either with or without your knowledge.

- ☐ 8.7. You shall be liable for losses incurred by TrustIn Software Services Private Limited or any other party due to a third party's use of the Account. You shall not use any other person's account at any time, without the permission of the account holder and TrustIn Software Services Private Limited
 - ☐ 8.8. TrustIn Software Services Private Limited shall make all reasonable efforts to ensure that your information is kept confidential. However, TrustIn Software Services Private Limited shall not be responsible for any disclosure or leakage of confidential information and/or loss or damage of the Device due to theft, negligence or failure on your part to practice safe computing.
 - ☐ 8.9. You shall ensure that while using the functions and features, all prevailing and applicable laws, rules and regulations, shall at all times, be strictly complied with by You and TrustIn Software Services Private Limited shall not be liable in any manner whatsoever for default of any nature, by you, regarding the same.
 - ☐ 8.10. You understand and acknowledge that upon using the Product, you authorize us to access third party sites designated by you, on your behalf, to retrieve such information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant us a limited powers and hereby authorize us with the full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with services and facilities available on the Product, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ACCESSES AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that such third parties shall be entitled to rely on the foregoing authorization, agency granted by you.
- You are accountable for your access and usage of the Product, and for any use of the Product. Our goal is to create a positive, valuable, and safe user experience. To promote this intention, we forbid certain kinds of conduct that may be harmful to other users or to us. When you use the Product, you may not:
 - violate any law or regulation;
 - violate, infringe, or misappropriate any third party intellectual property, privacy, publicity, or other legal rights;
 - post, share, or request anything that is illegal, abusive, harassing, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable, other than in the manner for facilitating the purpose of the Product;
 - send unsolicited or unauthorized advertising or commercial communications, such as spam;
 - engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Product;
 - transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
 - stalk, harass, or harm another individual;
 - impersonate any person or entity or perform any other similar fraudulent activity, such as phishing;
 - use any means to scrape or crawl any Web pages contained in the Site;

- attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site or Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Site or Services; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

9. Indemnification

- 9.1. You agree to protect, defend and indemnify us and hold us and our representatives, agents, employees harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your access and use of the Product in violation of these T&C and/or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.
- The terms of this provision will survive any termination or cancellation of these T&C or your use of the Product.

10. Warranties

- 10.1. The Product and the functions and features therein are provided on an "as is" and on an "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 10.2. TrustIn Software Services Private Limited shall make reasonable efforts to make available the Product and the functions and features at all times. However, we make no warranty that the Product shall meet your requirements, be uninterrupted, timely, secure, and/or error free. Further we do not make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the output derived therefrom.
- 10.3. TrustIn Software Services Private Limited shall not be liable for the loss and/or damage of the confidential information or data of the User arising as a result of an event or a series of related events, that is beyond the control of TrustIn Software Services Private Limited including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.
- 10.4. Any material downloaded or otherwise obtained through the Product is done at your own discretion and risk and you are solely responsible for any damage to your Device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us through or from the service will create any warranty not expressly stated in these T&C.

11. Limitation of Liability

- ☐ 11.1. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS, USE OR PERFORMANCE OF THE PRODUCT'S FUNCTIONS AND FEATURES OR FOR INTERRUPTIONS, DELAY, ETC., EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF DAMAGES RESULTING FROM THE COST OF GETTING SUBSTITUTE FACILITIES ON THE PRODUCT, ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PRODUCT, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA STATEMENTS OR CONDUCT OF ANYONE ON THE PRODUCT, OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE THE FUNCTIONS AND FEATURES, HETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THIS CLAUSE SHALL SURVIVE IN PERPETUITY.

12. Severability

- ☐ 12.1. If any provision of these T&C is held to be illegal, invalid or unenforceable under any present or future Product applicable laws: (a) such provision will be replaced with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces; and (b) the remaining provisions of the T&C will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

13. Termination

- ☐ 13.1. TrustIn Software Services Private Limited may terminate the use of the Product at any time with or without giving notice of the termination to you.
- ☐ 13.2. Upon termination, the rights, access, and license granted to you herein shall terminate and you must cease all use of the Product.

14. Waiver

- ☐ 14.1. Any failure on the part of TrustIn Software Services Private Limited to require performance of any provision of these T&C shall not affect its right to full performance thereof at any time thereafter, and any waiver by TrustIn Software Services Private Limited of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach.

15. Assignment

- ☐ 15.1. You shall not assign or transfer any rights, obligations, or privileges that you have under these T&C, without the prior written consent of TrustIn Software Services Private Limited. Subject to the foregoing, these T&C will be binding on the successors and permitted assignees of TrustIn Software Services Private Limited. Any assignment or transfer in violation of this clause will be deemed null and void.

16. Independence from platforms

- ☐ 16.1. The Product is independent of any platform on which it is located. The Product is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator,

including, without limitation, Apple, Google, Android or RIM Blackberry (each being an “Operator”).

- ☐ 16.2. Your download, installation, access to or use of the Product is also bound by the terms and conditions of the Operator and therefore we encourage you also read their terms and conditions and Privacy Policy as well You agree that we are not responsible or liable for any loss or damage of any kind or nature incurred as the result thereof. If there is a dispute between users of the Website, or between users and any third party, you understand and agree that we are under no obligation to become involved.
- ☐ 16.3. You and TrustIn Software Services Private Limited acknowledge that these T&C are concluded only between you and TrustIn Software Services Private Limited and not Product and the content thereof to the extent specified in these T&C.
- ☐ 16.4. TrustIn Software Services Private Limited is solely responsible for providing any maintenance and support services with respect to the Product as required under Product applicable law. You and TrustIn Software Services Private Limited acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the Product.
- ☐ 16.5. You and TrustIn Software Services Private Limited acknowledge that TrustIn Software Services Private Limited, not the relevant Operator, is responsible for addressing any User claims or any third party claim relating to the Product or your possession and/or use of the Product, including, but not limited to: (i) any claim that the Product fails to conform to any Product applicable legal or regulatory requirement; and (ii) claims arising under consumer protection or similar legislation.
- ☐ 16.6. You and TrustIn Software Services Private Limited agree that, in the event of any third party claim that the Product or your possession and use of the Product infringes that third party’s intellectual property rights, TrustIn Software Services Private Limited and not the relevant Operator, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim; provided such infringement was caused by TrustIn Software Services Private Limited.
- ☐ 16.7. You must comply with any Product applicable third party terms of agreement when using the Product (e.g. you must ensure that your use of the Product is not in violation of your Device agreement or any wireless data service agreement).
- ☐ 16.8. You and TrustIn Software Services Private Limited agree that the relevant Operator, and that
Operator’s subsidiaries, are third party beneficiaries of these T&C, and that, upon your acceptance of these T&C, that Operator will have the right (and will be deemed to have accepted the right) to enforce the terms of these T&C against you as a third party beneficiary thereof.

17. Updates

- ☐ 17.1. TrustIn Software Services Private Limited reserves the right to update the Product, in order to, increase efficiency, optimize user interface, and add new facilities from time to time. Update packages may be sent to you on your Device for download and installation.

- 17.2. You hereby agree to install the updates from time to time and acknowledge that TrustIn Software Services Private Limited will only be able to provide Account support for the Product if you ensure to install all updates upon receiving notifications thereof when using the Product.

18. Validity of T&C

- 18.1. These T&C shall apply as soon as you access the Product and shall remain valid and binding on you for so long as you maintain the Account.

19. Governing Law and Jurisdiction

- These T&C (and by extension, the Privacy Policy) are governed and construed in accordance with Indian law. By using the Product, you hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Karnataka, in the event of any disputes arising out of or in relation to your access to and use of the Product.

Contact Information

Email: hello@trustin.co.in