Online Manufacturing. (OLM)

ONLINE MANUFACTURING SERVICES TERMS

Welcome to OLM, which is owned and operated by Conbuss Online Manufacturing Pvt Ltd. The terms and conditions set forth below (these “Terms”) apply to your access to and use of onlinemanufacturing.in (the “Site”), and the services provided via the Site including accessing and using online manufacturing services (collectively, the “Services”).

By submitting a manufacturing request via the Site, accepting a quote via the Site or otherwise using the Site, you agree to be legally bound by all of the terms and conditions of these Terms.

If you are entering into the terms and conditions of these Terms on behalf of a company (or other entity) or if you are accessing the Services in your capacity as an employee, consultant or agent of a company (or other entity), you represent that you are an employee, consultant or agent of such company (or other entity) and you have the authority to agree, on behalf of such company (or other entity), to all of the terms and conditions of these Terms.

THESE TERMS CONSTITUTE A LEGALLY ENFORCEABLE AGREEMENT BY AND BETWEEN YOU AND OLM.

REGISTRATION DATA AND ELIGIBILITY

In order to access the Services, you must register with OLM via the Site. By registering, you agree to

(a) provide accurate, current and complete information about you as may be prompted by the registration forms via the Site (“Registration Data”),

(b) maintain the security of your password and identification, and

(c) accept all risks of unauthorized access to the Registration Data and any other information you provide to OLM.

You must be at least 18 years old to access and use the Site and Services.

PRIVACY

Please see OLM’s [privacy policy](https://www.fictiv.com/privacy) for information about how OLM collects, uses, and discloses information about users of the Services.

SUBMISSION OF DESIGN

Requests and Quotes

If you would like to have your design manufactured, you must submit a request via the Site (each, a “Request”). Each Request must include

(a) your design file (the “Specifications” or “Design”),

(b) the nature of the requested Services,

(c) the desired quantity of manufactured parts to produce from each design file provided (each, a “Product”),

(d) your preferred delivery date for each Product (the “Delivery Date”),

(e) any other applicable terms and conditions reasonably requested by OLM.

Once you have submitted your Request, OLM will respond to such Request by posting in your user account on the Site:

(a) OLM will verify the request for any misinformation, incomplete information or any malcontent which will be

(b) a notice that recommends resubmitting your Request with certain adjustments in order to render the Request manufacturable; or

(c) a notice that states that OLM is unable to fulfill the Request.

(d) OLM proceed your request to the manufacturing / service providing members who are having potential to fulfill request.

(e)OLM members then will reply to your request with their quotes & best price will selected by you.

Let our network of vendors / manufacturers / service providers work for you

In order to manufacture your Design, you hereby grant to OLM a non-exclusive and worldwide right and license to (a) use, reproduce, and transfer your Design to a manufacturing vendor (“Vendor”) within the OLM network solely to enable a Vendor to create a Product for you based on your Design, and (b) grant a Vendor within the OLM network the right and license to make a Product for you based on your Design.

You represent and warrant that (a) you own and control all of the rights to the Designs and content that you upload on (or otherwise make available via) the Services, or that you otherwise have the right to make available such Designs and content via the Services and grant the rights granted in these Terms, (b) the Designs and other content submitted via the Site under your name, company’s name and/or OLM account do not infringe or violate any Intellectual Property Rights (as defined below) of any third party, and (c) OLM’s use and making available the Designs and other content you supply does not violate these Terms.

Cancellation of Order

You may cancel an Order, but, due to the nature of manufacturing, OLM cannot provide you with a refund as the deal with you and manufacturer / service provider is due to your mutual concern as we just providing you the platform to scale your business.

All the after deal transaction is with you and the respected manufacturer or service provider.

Ownership – You own your designs

Subject to the grant above, as between you and OLM, you own all right, title, and interest in and to your Design and the copyrights, moral rights, trademark rights, patent rights, trade secret rights, and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing (“Intellectual Property Rights”) in your Designs.

Delivery

Delivery date or expected completion of the project have to mention while raising the request to make sure the manufacturer will able to fulfill the same.

Fees, and payment terms

As the requester it is free to raise as many request you can to provide the orders for manufacturer / service providers.

As manufacturer or service provider you will be provided with limited free trial for experience & feedback then it will be charge with annual fee as per the slabs as per the order value.

Fees may be paid by credit card, debit card, or any other method pre-approved, in writing, by OLM.

If payment is made by credit/debit card, you hereby (a) authorize OLM (or its authorized payment processor) to charge the credit/debit card number you provide via the Site, and (b) represent and warrant that you are authorized to use and have Fees charged to the credit/debit card number you provide via the Site.

Returns

Due to the nature of manufacturing, OLM cannot provide any refunds after your Order has gone into production (except as expressly set forth below).

When you receive your Product, please check it carefully. If you believe a Product does not comply, in all material respects, with your Specifications, please let the manufacturer know as soon as possible and obtain a return. OLM is again not responsible for the same.

Limits and indemnities

As a platform that connects people with Vendors, OLM can neither assess the viability of Designs (or the Intellectual Property Rights with respect to Designs) nor bear any liability with respect to the Products created by any Vendors. Therefore, you acknowledge and agree that the Services are provided on an “as is” basis without any representations, warranties, covenants, or conditions of any kind.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OLM WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY — WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE — FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE SITE, THE SERVICES, YOUR DESIGNS, ANY PRODUCTS CREATED FROM YOUR DESIGNS, ANY THIRD-PARTY MATERIALS, WHETHER OR NOT OLM OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OLM’S TOTAL LIABILITY IN CONNECTION WITH THE SITE, THE SERVICES, YOUR DESIGNS, ANY PRODUCTS CREATED FROM YOUR DESIGNS, ANY THIRD-PARTY MATERIALS, OR THESE TERMS WILL NOT EXCEED THE PRICE THAT YOU ACTUALLY PAID TO HAVE THE PRODUCT(S) PRODUCED FROM THE DESIGNS YOU SUBMITTED VIA THE SITE UNDER YOUR NAME, YOUR COMPANY’S NAME, AND/OR THE OLM ACCOUNT ASSOCIATED WITH SUCH DESIGNS.

You agree, at your sole expense, to defend, indemnify and hold OLM (and its directors, officers, employees, consultants, agents, and vendors) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys’ fees, costs, penalties, interest, and disbursements) for any death, injury, property damage, or infringement or violation of any Intellectual Property Rights or other rights of any third party caused by, arising out of, resulting from, attributable to or in any way incidental to (a) any Products based on your Designs (provided that the Products substantially conform to your Designs), or (b) any actual or alleged breach of any of your representations or warranties as set forth in these Terms.

THE SITE AND TRADEMARKS

Conbuss Online Manufacturing’s name, OLM™, OLM logos and any other OLM product or service name or slogan included in the Services (collectively, “OLM Marks”) are trademarks of OLM and may not be copied, imitated, or used, in whole or in part, without the prior written permission of OLM. You may not use any metatags or any other “hidden text” utilizing “OLM” or any other OLM Mark without our prior written permission.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any other products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply OLM’s endorsement, sponsorship or recommendation.

Subject to the grants expressly set forth in these Terms, OLM and its licensors own all right, title, and interest in and to the Site, the OLM Marks, the look and feel of the Site (including, but not limited to, all page headers, custom graphics, button icons, and scripts) and all content and other materials contained on the Site (including, but not limited to, all designs, text, graphics, pictures, information and data (collectively, the “OLM Materials”) together with any and all Intellectual Property Rights embodied therein or related thereto.

You are granted a personal, limited, non-sub licensable, non-exclusive, revocable license to access and use the OLM Materials in accordance with these Terms for the sole purpose of enabling you to use and enjoy the Site and the Services.

HYPERLINKS AND THIRD-PARTY MATERIALS

You may create a hyperlink to the Services for noncommercial purposes, but you may not use, frame or utilize framing techniques to enclose any OLM Materials (including any OLM Marks) without OLM’s express written consent.

OLM may make third-party content or services available on or through the Services (collectively, the “Third-Party Materials”) solely as a convenience to its users (e.g., links to third-party websites, advertisements and promotions from third parties, and the ability to use social media tools provided by third parties). YOUR USE OF ANY THIRD-PARTY MATERIALS IS SOLELY AT YOUR OWN RISK AND SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS AND PRIVACY POLICIES APPLICABLE TO SUCH THIRD-PARTY MATERIALS. OLM does not control, endorse, or adopt any Third-Party Materials and makes no representation or warranties of any kind regarding the Third-Party Materials, including without limitation regarding the accuracy or completeness of such Third-Party Materials. Your business dealings or correspondence with such third party, and any terms, conditions, warranties, or representations applicable to the Third-Party Materials, are solely between you and such third party. When you leave our Site, these Terms and all other OLM policies no longer govern your use of such websites and services or any content contained thereon.

FEEDBACK

In the event you elect, in connection with your use of the Services, to provide any suggestions, comments, or other feedback with respect to OLM, the Services or the Site (collectively, “Feedback”), such Feedback will constitute confidential information of OLM. Further, you acknowledge and agree that OLM will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise. Your valuable feedback will be receive feedback@onlinemanufacturing.in

GENERAL

Entire Agreement. These Terms (together with any terms and conditions incorporated by reference) set forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersede any and all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom.

Governing Law and Venue. These Terms will be governed by and construed in accordance with the laws of the India applicable to agreements made and to be entirely performed within the India, without resort to its conflict of law provisions. Prior to the filing or initiation of any action or proceeding relating to these Terms, the parties must participate in good faith mediation. If a party initiates any proceeding regarding these Terms, the prevailing party to such proceeding is entitled to reasonable attorneys’ fees and costs for claims arising out of these Terms.

Modifications. OLM reserves the right to change or modify any of the terms and conditions contained in these Terms (or any policy or guideline of OLM) at any time and in its sole discretion by providing notice that these Terms have been modified. Such notice may be provided by sending an email, by posting a notice on the Site, by posting the revised Terms on the Site and revising the date at the top of these Terms or by such other form of notice as determined by OLM. Any changes or modification will be effective 30 days after providing notice that these Terms have been modified (the “Notice Period”). Your continued use of the Services following the Notice Period will constitute your acceptance of such changes or modifications. Therefore, you should review these Terms whenever you access the Services and at least every 30 days to make sure that you understand the terms and conditions that will apply to your use of the Services.

Publicity. You consent to OLM’s use of your name and logo (and, if applicable, your company’s name and logo) on the Site and our publicly-available printed materials, identifying you (and, if applicable, your company) as a user of the Services.

Severability. If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

Electronic Communications. OLM may choose to electronically deliver all communications with you, which may include email to the email address you provide to us. OLM’s electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices required under applicable law and any other notices. You agree to do business electronically with OLM, and to receive electronically all current and future notices, disclosures, communications and information, and that the aforementioned electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.

CONTACT US

If you have any questions about these Terms, please contact us at: Sion, Mumbai, India. support@onlinemanufacturing.in