Terms And Conditions Of Use Of Attendify By Aivirex

1. Introduction

Welcome to Attendify (our “Application”). If you continue to browse and use the Services of this Application, you are agreeing to comply with and be bound by the following Terms and Conditions of Use (also referred to as “Terms” or “Terms of Service” or “Terms of Use” or “Terms and Conditions”), which together with our Privacy Policy govern Aivirex Innovations LLP''s relationship with you in relation to this Application.

The term 'Aivirex Innovations LLP' or 'us' or 'we' refers to the owner of this Application whose registered/operational office is S2 Authreayaa Flats, 24th Street Shankar Nagar, Pammal Chennai Kanchipuram, Tamil Nadu- 600075. The term 'you' refers to the Users (the “Users”) of our Application and the use of the services provided with regards to Attendify (“Services”).

The Application Owner, including any affiliates (“Application” or “Application Owner” or “we” or “us” or “our”) provides the Services on the Application or any of its parts comprising the website (“website”) to visitors or Users (“Users”) (cumulatively referred to as “you” or “your” hereinafter) subject to the Terms and Conditions and the Privacy Policy set out in this Application and any other relevant Terms and Conditions, Policies and Notices which may be applicable to a specific section or module of the Application.

1. Definitions (Not exactly necessary but can be retained if you wish)

For the purpose of these Terms and Conditions in relation to Attendify by Aivirex, the following words will have the definition as specified:

* “Application” means the software program, named Attendify, developed and provided by Us that you can be download on any Android devices.
* “Application Store” means the digital distribution service operated and developed by Google Inc. (Google Play Store) through which You can download the Application in order to make use of our Service.
* “Affiliate” refers to any employee, third-party contractors or successor that are retained by the Company whereby the control is with the Company.
* “Account” means a unique account created by You to access our Service or parts of our Service.
* “Company” (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Aivirex Innovations LLP, the owner of the website whose registered/operational office is S2 Authreayaa Flats, 24th Street Shankar Nagar, Pammal Chennai Kanchipuram TAMIL NADU 600075. Aivirex Innovations retains the “control” of the Company and can make decisions with regards to the Application.
* “Content” refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content through the Application.
* “Control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority in the Company.
* “Copyright” means the exclusive rights to, including but not limited to the designs, codes, layouts, appearance and graphics of the Application that rests with Company and cannot be reproduced by anyone unauthorised by the Company.
* “Device” means any Android device that can access the Services provided through our Application. The Application is accessible only through an Android Device.
* “Feedback” means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
* “Service” refers to the services provided through the Company’s Website and Application.
* “Terms and Conditions” (also referred to as “Terms” or “Terms of Service” or “Terms of Use”) mean the following Terms and Conditions that govern this agreement between You and the Company regarding the use of the Application and Service.
* “Trademark” means a sign, phrase or symbol that is associated with a particular service or product and legally differentiates it from other services and products.
* “Website” refers to the Aivirex Website accessible from <https://aivirex.in>
* “User” (also referred to as the “You” or “your”) refers to the business owner/ individual accessing or using our Service or Application. It also refers to any affiliates, legal representative or successor of the business owner/ individual accessing or using or Service.

1. General Terms and Conditions of Use of Attendify

Below given are the General Terms and Conditions governing the use of this Application and the agreement that operates between Users and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Application.

* Your access to and use of the Services in relation to the Application is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Services provided through our Application.
* By accessing or using these Services, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.
* You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.
* Your access to and use of the Services of the Application is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.
* The content of the pages of this website is for your general information and use only. It is subject to change without notice. Please visit this page in order to keep yourself aware of the changes made to the Terms and Condition of Use of Attendify.
  1. ***Content***

“Content” refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content through the Application. Attendify does not collect such Content and any irregularity or issue relating to such Content of the User is the sole responsibility of the User of our Application. Aivirex Innovations LLP holds no liability with regards to the Contents of the Users of the Application.

* The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.
* You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

1. Unlawful or promoting unlawful activity.
2. Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
3. Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
4. Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
5. Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
6. Impersonating any person or entity including the Company and its employees or representatives.
7. Violating the privacy of any third person.
8. False information and features.

* The Company reserves no right or obligation to determine that any Content the User posts or transits is appropriate and complies with this Terms. If the Company is notified of inappropriate use of the Content, then it reserves the right and obligation to delete such content or User Account in its own discretion. The Company can also limit or revoke the use of the Service if You post such objectionable Content.
  1. ***Content Backup***
* Attendify does not collect any Content information that the User may store or transit through the Application. All backups are stored in the Google Drive backup of the Google account that the User will sign in through and not to Attendify’s backup storage. Attendify and Aivirex are not responsible for any loss, misuse or unlawful usage of the content the User stores in the Application.
  1. ***User Account***

“User” (also referred to as the “You” or “your”) refers to the business owner/ individual accessing or using the Services of our Application. It also refers to any affiliates, legal representative or successor of the business owner/ individual accessing or using or Service. Apart from the General Terms and Conditions set out, an User must comply with the following in order to be able to access the Services of our Application:

* The User must create a User Account (the “Account”) by signing in through their Google accounts. The Users cannot access our Services as we only allow Google account users to register with our Application.
* When You create an account with Us, You must provide Us business information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service. You must not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.
* By creating an Account, you are agreeing to allow Us to collect your personal information that Attendify can access through your Google Account inclusive of the User profile picture, email ID, name, and IP address.
* The Users must pay a subscription fee (the “Fee”) after the end of the free trial in order to continue accessing the Services available on our Application. If the Fee is not paid, then the User will not be able to access these Services. The information (the “Data”) of the User will be retained to prevent duplication of accounts. Under no circumstances will the Fee be refunded back to the User.
* The Users must give Permissions to the Application to access the Camera, Google Drive and Message services on their Device in order for the Application to access the Services of the Application.
* The Users can send Messages or Emails through their Device to their members/ clientele with the help of the Application. To access this Service, every message or email sent to the member/client list stored by the User on their Account will be accompanied by a copy of this Terms and Conditions of Use and Privacy Policy. Attachment of these pages are compulsory. If the links to these pages are excluded from the Messages or Emails the User sends, then any arising consequence as a result of such exclusion will not be borne by the Application or the Company.
  1. ***Intellectual Property***

Intellectual property includes Copyrights, patents and Trademarks in relation to the Application that is owned and managed by the Company. You may not create a link to this Application from, including but not limited to, another website, application or document without Aivirex Innovations LLP’s prior written consent.

* “Copyright” means the exclusive rights to, including but not limited to the designs, codes, layouts, appearance and graphics of the Application that rests with Company and cannot be reproduced by anyone unauthorised by the Company. This website contains material which is owned by or licensed to Us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms and Conditions.
* “Trademark” means a sign, phrase or symbol that is associated with a particular service or product and legally differentiates it from other services and products. All Trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the Application. [razorpay and such need to be acknowledged]
* Unauthorized use of this Application or mod versions or apks will result in the immediate termination of account and may give rise to a claim for damages and/or be a criminal offense.
  1. ***Links to Other Websites***
* The Application may also include links to other websites or applications. These links are provided for your convenience of the User and to provide further information. The Application and Company has no control over these links and they are subject to the terms and conditions and privacy policies of such websites or applications. By using the links, you agree to not hold the Company or Application liable, directly or indirectly, for any damage or loss caused by your usage of such websites or applications. We advise you to read the terms and conditions and privacy policy of such websites or application before using their products or services.
  1. ***Termination of your Account***
* We may cease or terminate your Account for any non-compliance with the Terms set herein or for other reasons that the Company determines at its own discretion. If you violate any of the conditions set out in the Terms and Privacy Policy, your Account is liable to be terminated immediately. We reserve the right to retain your Account Data in order to prevent duplication or future misuse.
* You may request to terminate your account by sending us an email at [contactaivirex@gmail.com](mailto:contactaivirex@gmail.com). Once your account is terminated, you will no longer be able to access the Services provided in the Application.
  1. ***Your Feedback to Us***
* You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.
  1. ***Limitation of Liability***
* Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
* Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
* We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time
  1. ***Governing Law***
* Your use of this website and any dispute arising out of such use of the website is subject to the laws of India.
  1. ***Changes to the Terms and Conditions***
* These Terms and Conditions are prone to changes. We strongly advise you to keep yourself updated with them by visiting this page.

1. Contact Us

If you have any questions or concerns about our Privacy Policy, please contact us at [contactaivirex@gmail.com](mailto:contactaivirex@gmail.com).

These Terms and Conditions are effective as of xx.10.2023.

AiViREX Innovations LLP

24th St, Shankar Nagar, Pammal, Chennai, Tamil Nadu 600075

Email: [contactaivirex@gmail.com](mailto:contactaivirex@gmail.com)

Phone: +91 63827 29213