

## **TERMS & CONDITION**

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND NIFTYSOL (hereinafter “Niftysol”) GOVERNING YOUR USE OF NIFTYSOL tools OF ONLINE BUSINESS PRODUCTIVITY AND COLLABORATION SOFTWARE (hereinafter “Niftysol Service(s)").

### **Parts of this Agreement**

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

### **Acceptance of the Terms**

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services.

### **Description of Service**

We provide an array of services for online collaboration and management including word processor, spreadsheet, presentation tool, database application creator, email client, chat client, organizer, customer relationship management application and project management application ("Service" or "Services"). You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipments necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

### **Subscription to Beta Service**

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Niftysol will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

## **Modification of Terms of Service**

We may modify the Terms upon notice to you at any time. You will be provided notice of any such modification by electronic mail or by publishing the changes on the website <http://Niftysol.com/terms.html>. You may terminate your use of the Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. Your continued use of the Service after notice of any change to the Terms will be deemed to be your agreement to the amended Terms.

## **User Sign up Obligations**

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if Niftysol has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Niftysol may terminate your user account and refuse current or future use of any or all of the Services.

## **Personal Information and Privacy**

Personal information you provide to Niftysol through the Service is governed by [Niftysol Privacy Policy](#). Your election to use the Service indicates your acceptance of the terms of the [Niftysol Privacy Policy](#). You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to [support@niftysol.com](mailto:support@niftysol.com) or by calling us on any of the numbers listed on our contact us page. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

## **Communications from Niftysol**

The Service may include certain communications from Niftysol, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

## **Fees and Payments**

Subscriptions to paid Services are available on monthly and yearly subscription plans. Your subscription will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the subscription. The subscription fee will be charged to the Credit Card last used by you. If you would like the payment for the renewal to be made through a different Credit Card or if you do not wish to renew the subscription, you agree to inform us at least seven days prior to the renewal date. In the event of termination of the subscription, you will be refunded the subscription fee for the unused portion of the subscription period. Niftysol reserves the right to change the subscription fee and to charge for use of Services that are currently available free of charge. You will not be charged for using any Service unless you have opted for a paid subscription plan. Information on the subscription options and charges for all paid Services is available at Some Cost as found on the website.

## **Restrictions on Use**

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on

the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; or (v) use the Services for spamming and other illegal purposes.

## **Spamming and Illegal Activities**

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

## **Inactive User Accounts Policy**

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and backup of your data by email. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

## **Data Ownership**

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant Niftysol the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for Niftysol's commercial, marketing or any similar purpose. But you grant Niftysol permission to access,

copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

## **User Generated Content**

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Niftysol will have the right to block access to or remove such content made available by you, if Niftysol receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by Niftysol for this purpose.

For procedure relating to complaints of illegality or infringement of third party rights in content transmitted or published using the Services, [click here](#).

If you wish to protest any blocking or removal of content by Niftysol, you may do so in the manner provided [here](#).

## **Sample files and Applications**

Niftysol may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. Niftysol makes no

warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

## **Trademark**

Niftysol, Niftysol logo, the names of individual Services and their logos are trademarks of NIFTYSOL Corporation. You agree not to display or use, in any manner, the Niftysol trademarks, without Niftysol's prior permission.

## **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. NIFTYSOL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NIFTYSOL MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM NIFTYSOL, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## **Limitation of Liability**

YOU AGREE THAT NIFTYSOL SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF NIFTYSOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH NIFTYSOL RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL NIFTYSOL'S ENTIRE LIABILITY TO YOU IN RESPECT

OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

## **Indemnification**

You agree to indemnify and hold harmless Niftysol, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Niftysol.

## **Arbitration**

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in California and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Niftysol may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

## **Suspension and Termination**

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to [support@niftysol.com](mailto:support@niftysol.com) within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account.



## END OF TERMS OF SERVICE

If you have any questions or concerns regarding this agreement, please contact us at [support@niftysol.com](mailto:support@niftysol.com) .

## PRIVACY

### General

At NIFTYSOL, we respect your need for online privacy and protect any Personal Information that you may share with us, in an appropriate manner. Our practice as regards use of your Personal Information is as set forth below in this Privacy Policy Statement. As a condition to use of Niftysol Services, you consent to the terms of the Privacy Policy Statement as it may be updated from time to time. In the event of a material change, we shall notify you via email or by means of a prominent notice on the website. This Privacy Policy Statement applies exclusively to [www.niftysol.com](http://www.niftysol.com).

### Children's Online Privacy Protection

Niftysol does not knowingly collect Personal Information from users who are under 13 years of age.

### Demo Login

Since we understand that you may wish not to disclose your Personal Information for trying out our Niftysol Services, we provide you the option of a Demo Login for some of the NiftysolServices. The contents created by you using the Demo Login will be accessible to all persons using the Demo Login. Hence we specifically request you not to store your personal and sensitive information, files and documents while using the Demo Login as doing so would make them publicly available to all users and consequently may result in your receipt of unsolicited messages.

### Information Recorded and Use:

- **Personal Information**

*During the Registration Process for creating a user account, we request for your name and email address. You will also be asked to choose a unique username and a password, which will be used solely for the purpose of providing access to your user account. Upon registration you will have the option of choosing a security question and an answer to the security question, which if given, will be used solely for the purpose of resetting your password. Your name and email address will be used to inform you regarding new services, releases, upcoming events and changes in this Privacy Policy Statement. When you elect to sign up for a user account, you also have the option to create the user account using any of the trusted third party user authentication services integrated with Niftysol*



*Services. In doing so, no Personal Information within your third party email accounts is transferred to your user account without your explicit consent.*

*Niftysol will have access to third party personal information provided by you as part of using Niftysol Services such as contacts in your Niftysol Mail account. This information may include third party names, email addresses, phone numbers and physical addresses and will be used for servicing your requirements as expressed by you to Niftysol and solely as part and parcel of your use of Niftysol Services. We do not share this third party personal information with anyone for promotional purposes, nor do we utilize it for any purposes not expressly consented to by you. When you elect to refer friends to the website, we request their email address and name to facilitate the request and deliver this one time email.*

*We post user testimonials on the website. These testimonials may include names and we acquire permission from our users prior to posting these on the website. Niftysol is not responsible for the Personal Information users elect to post within their testimonials.*

- **Usage Details**

*Your usage details such as time, frequency, duration and pattern of use, features used and the amount of storage used will be recorded by us in order to enhance your experience of the Niftysol services and to help us provide you the best possible service.*

- **Contents of your User Account**

*We store and maintain files, documents, to-do lists, emails and other data stored in your user account at our facilities in the United States. In order to prevent loss of data due to errors or system failures, we also keep backup copies of data including the contents of your user account. Hence your files and data may remain on our servers even after deletion or termination of your user account. We assure you that the contents of your user account will not be disclosed to anyone and will not be accessible even to employees of Niftysol except in circumstances specifically mentioned in this Privacy Policy Statement and Terms of Services. We also do not process the contents of your user account for serving targeted advertisements.*

- **Financial Information**

*In case of services requiring payment, we request credit card or other payment account information, which will be used solely for processing payments. Your financial information will not be stored by us except for the name and address of the card holder, the expiry date and the last four digits of the Credit Card number. Subject to your prior consent and where necessary for processing future payments, your financial information will be stored in encrypted form on secure servers of our reputed Payment Gateway Service Provider who is beholden to treating your Personal Information in accordance with this Privacy Policy Statement.*

- **Visitor Details**

*We use the Internet Protocol address, browser type, browser language, referring URL, files accessed, errors generated, time zone, operating system and other visitor details collected in our log files to analyze the trends, administer the website, track visitor's movements and to improve our website.*

## **Cookies**

We use temporary and permanent cookies to enhance your experience of our Niftysol Services. Temporary cookies will be removed from your computer each time you close your browser. By selecting 'keep me signed-in' option in Niftysol Services, a permanent cookie will be stored in your computer and you will not be required to sign-in by providing complete login information each time you return to our website. If you have turned cookies off, you may not be able to use registered areas of the website. We tie cookie information to your email address when you elect to remain logged in so as to maintain and recall your preferences within the website. We may from time to time employ the use of pixel tags on the website and in emails. Pixel tags such as web beacons are 1x1 images that are embedded onto a web page to document traffic and for website analytics without collecting any Personal Information.

We may from time to time employ the services of a third party agent to analyze statistical and aggregate data about our website content and user base. This aggregated information is not personally identifiable and is employed in improving website functionality and offerings. To this end, these third parties may employ the use of cookies and, or pixel tags in providing their services. While these third party cookies are not tied to your Personal Information, Niftysol does not have access to these cookies nor are we responsible for them.

## **Links from our website**

Some pages of our website contain external links. You are advised to verify the privacy practices of such other websites. We are not responsible for the manner of use or misuse of information made available by you at such other websites. We encourage you not to provide Personal Information, without assuring yourselves of the Privacy Policy Statement of other websites.

## **With whom we share Information**

We may need to disclose Personal Information to our affiliates, service providers and business partners solely for the purpose of providing Niftysol Services to you. In such cases Niftysol will also ensure that such affiliates, service providers and business partners comply with this Privacy Policy Statement and adopt appropriate confidentiality and security measures. We will obtain your prior specific consent before we share or disclose your Personal Information to any person outside Niftysol for any purpose that is not directly connected with providing Niftysol Services to you. We may share generic aggregated demographic information not linked to any Personal Information regarding visitors and users with our business partners and advertisers. Please be aware that laws in various jurisdictions in which we operate may obligate us to disclose user information and the contents of your user account to the local law enforcement authorities under a legal process or an enforceable government request. In addition, we may also disclose Personal Information and contents of your user account to law enforcement authorities if such disclosure is determined to be necessary by Niftysol in our sole and absolute discretion for protecting the safety of our users, employees, or the general public.

## How secure is your Information

We adopt industry appropriate data collection, storage and processing practices and security measures, as well as physical security measures to protect against unauthorized access, alteration, disclosure or destruction of your Personal Information, username, password, transaction information and data stored in your user account. Access to your name and email address is restricted to our employees who need to know such information in connection with providing Niftysol Services to you and are bound by confidentiality obligations.

## Your Choice in Information Use

You will be required to register for our Niftysol Services by providing Personal Information. If you choose not to provide your Personal Information, we will be unable to provide you the Niftysol Services. We do provide you with the option of not choosing a secret question and the answer to it; however, we may not be able to reset your password for you. We also provide you with the option of opting out from receiving mail from us; however, you will not be able to receive email notifications of new services, releases, upcoming events and changes to the Privacy Policy Statement should you decide to opt-out of receiving all messages from Niftysol. In the event we decide to use your Personal Information for any purpose other than as stated in this Privacy Policy Statement, we will offer you an effective way to opt out of the use of your Personal Information for those other purposes. You may opt out of receiving newsletters and other secondary messages from Niftysol by selecting the 'unsubscribe' function present in every message we send.

## Accessing, Updating and Removing Personal Information

We provide users with access to their Personal Information. Users may correct, update or remove any such Personal Information either by accessing their user account or by contacting Niftysol Customer Support Services. Such changes may take up to 48 hours to take effect. We respond to all enquiries within 30 days.

## Investigation of Illegal Activity

We may need to provide access to your Personal Information and the contents of your user account to our employees and service providers for the purpose of investigating any suspected illegal activity or potential violation of the terms and conditions for use of Niftysol Services. However, Niftysol will ensure that such access is in compliance with this Privacy Policy Statement and subject to appropriate confidentiality and security measures.

## Enforcement of Privacy Policy

We make every effort, including periodic reviews to ensure that Personal Information provided by you is used in conformity with this Privacy Policy Statement. If you have any concerns regarding our adherence to this Privacy Policy Statement or the manner in which Personal Information is used for the purpose of providing Niftysol Services, kindly contact Niftysol Customer Support Services at [support@niftysol.com](mailto:support@niftysol.com) . We will contact you to address your concerns and we will also co-operate with regulatory authorities in this regard if needed.

## Notification of Changes

Any changes to the Privacy Policy Statement will be posted on our website in order to keep you informed of any changes in nature of information collected, manner of collection, use and sharing of information. If at any point we decide to use Personal Information in a manner different from that stated at the time it was collected, we will notify you by email and provide you with the ability to opt out of these new uses unless you have opted out from receiving all email notifications from us. You will not receive email notification of minor changes to the Privacy Policy Statement. If you are concerned about how your Personal Information is used, you should check back at <http://www.niftysol.com/privacy.html> periodically.

## Blogs and Forums

We provide the capacity for users to post information in blogs and forums for sharing information in a public space on the website. This information is publicly available to all users of these forums and visitors to Niftysol. We require registration to publish information, but given the public nature of both platforms, any Personal Information disclosed within these forums may be used to contact users with unsolicited messages. We encourage users to be cautious in disclosure of Personal Information in public forums as Niftysol is not responsible for the Personal Information users elect to disclose. Niftysol also supports third party widgets on the website that allow users to share articles and other information on different platforms. These widgets do not collect or store any Personal Information from users on the website and simply act as a bridge for your convenience in sharing information.