# Terms and Conditions of Service

#### 1. Introduction

Welcome to NimbusTech Solutions Pvt. Ltd. ("Company", "we", "our", "us")! These Terms and Conditions of Service ("Terms", "Terms of Service") govern your use of our website located at www.nimbustech.ai (together or individually "Service") operated by NimbusTech Solutions Pvt. Ltd.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard, and disclose information that results from your use of our web pages. Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood Agreements, and agree to be bound by them.

#### 2. Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials, and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at support@nimbustech.ai.

#### 3. Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

# 4. Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select

when purchasing a Subscription.

#### 5. Free Trial

NimbusTech Solutions Pvt. Ltd. may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for Free Trial.

# 6. Fee Changes

NimbusTech Solutions Pvt. Ltd., in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

#### 7. Refunds

Except when required by law, paid Subscription fees are non-refundable. Certain refund requests for Subscriptions may be considered by NimbusTech Solutions Pvt. Ltd. on a case-by-case basis and granted in sole discretion of NimbusTech Solutions Pvt. Ltd.

#### 8. Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for Content that you post to the Service, including its legality, reliability, and appropriateness.

#### 9. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- (a) In any way that violates any applicable national or international law or regulation.
- (b) For exploiting, harming, or attempting to exploit or harm minors in any way.
- (c) To transmit, or procure the sending of, any advertising or promotional material.

# **10.** Intellectual Property

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of NimbusTech Solutions Pvt. Ltd. and its licensors. Service is protected by copyright, trademark, and other laws.

#### 11. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

# 12. Limitation of Liability

In no event shall NimbusTech Solutions Pvt. Ltd., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages.

#### 13. Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind.

# 14. Governing Law

These Terms shall be governed and construed in accordance with the laws of the Republic of India, which governing law applies to agreement without regard to its conflict of law provisions.

# **15. Changes to Service**

We reserve the right to withdraw or amend our Service, and any service or material we

provide via Service, in our sole discretion without notice.

## 16. Amendments to Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

## 17. Contact Us

Please send your feedback, comments, and requests for technical support by email: support@nimbustech.ai.