



DLUX Managed Services

Terms and Conditions

Our Key Disclosures

The full terms and conditions governing your Subscription are detailed below. Here are some critical points you should understand before becoming a customer:

- Your Subscription is subject to a minimum term as specified in your Contract. In accordance with the Australian Consumer Law, your rights to cancel your Subscription are strictly as per these terms.
- You are responsible and accountable for any actions taken by your Authorized Users.
- Our liability under these terms is capped at the equivalent of 12 months of your Subscription fees. We are not liable for any consequential loss, losses resulting from third-party services, data loss or corruption, or issues arising from scheduled or emergency maintenance.
- In cases where we fail to meet the specified Service Levels, your exclusive remedy will be the receipt of Service Credits.
- Your rights under the Australian Consumer Law remain unaffected by these terms.

1. Introduction

- These Terms and Conditions ("**Terms**") govern the use of Workfront managed services provided by DLUX Tech Corp Pvt Ltd ("**DLUX**", "**we**", "**us**", or "**our**") and any individual or entity ("**you**" or "**your**") that registers or uses our services.
- We provide Adobe Platform Workfront Managed Services in the form of a subscription model which allows you to outsource the capacity of your existing Workfront Managed Services to us (**Subscription Service**).
- In these Terms, "you" refers to the individual or entity that has registered a Contract with us.

- If you are accessing the Subscription Services on behalf of your employer or another business entity, you personally affirm and guarantee that you have the authority to represent your employer or the entity and commit both the entity and its staff to these Terms.
- By signing a Contract and/or using our services, you agree to be bound by these Terms, which form a binding contractual agreement between you and DLUX.

2. Acceptance of Terms

- You accept these Terms by using our services. If you accept these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms.
- Provided you adhere to these Terms, we grant you and your Authorized Users a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable license to utilize our Subscription Service as outlined in these Terms. Any use beyond this scope requires our explicit prior written approval.
- DLUX reserves the right to change service charges and inclusions after one term (1 year).

3. Admin Support Services

- Upon payment of the fees, we are committed to granting you and your Authorized Users access to both the Subscription Service and the administrative support outlined in your Contract.
- The extent of Subscription Services available to you will match the Subscription tier you have chosen (Admin Support Hours). The details of these hours are as follows:
 - a) Admin Support Hours are specified on the Contract.
 - b) A maximum limit is set for Admin Support Hours (Maximum Support Hours). If this limit is exceeded, additional fees will apply, and these will be communicated to you.
 - c) Admin Support Hours will carry over for a period of a full quarter or at least one month, depending on the subscription plan.

4. Our Intellectual Property Rights

- You recognize and accept that all intellectual property, including but not limited to copyrights, trademarks, request templates, troubleshooting protocols, quick fix procedures, accelerators or tools associated with the Subscription Service,

whether provided during the Service Request process or via emails (collectively, "Our Intellectual Property"), shall always remain exclusively ours.

- We grant you the authority to use Our Intellectual Property strictly for your internal business operations. You are prohibited from using Our Intellectual Property for any other purposes or allowing, assisting, or facilitating its use by any third party. Access to and use of Our Intellectual Property must be confined to Authorized Users using devices that you control or have authorized.
- Without our prior written consent, you must not:
 - a) Copy any part or whole of Our Intellectual Property;
 - b) Reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any of Our Intellectual Property to any third parties; or
 - c) Infringe upon the intellectual property rights associated with the Subscription Service, including but not limited to altering or modifying any of Our Intellectual Property, embedding it within another website, or creating derivative works from it.
- This provision will continue to be in effect even after the termination or expiration of your Subscription.

5. Your Data Ownership and Use

- By using our services, you grant us a limited license to copy, transmit, store, back up, and access or use Your Data for the following purposes:
 - a) To communicate with you, including sending information that we believe may interest you;
 - b) To provide the Subscription Service and Admin Support Services, and to fulfill our other obligations under these Terms;
 - c) To diagnose issues with the Subscription Service;
 - d) To enhance and make modifications to the Subscription Service;
 - e) To perform analytics and develop other services, ensuring that your data is de-identified; and
 - f) As reasonably necessary to meet our obligations under these Terms.
- You are solely responsible for all Your Data that you and your Authorized Users make available via the Subscription Service. You represent and warrant that:
 - a) You own Your Data outright, or possess all necessary rights, licenses, consents, and releases to grant us the rights to use Your Data as outlined in these Terms; and
 - b) Neither Your Data nor its use—through upload, publication, transmission by us, or otherwise—will infringe upon any third party's intellectual property

rights, privacy or publicity rights, nor will it breach any applicable laws or regulations.

- You acknowledge that we may monitor, analyze, and compile statistical and performance information related to your use of the Subscription Service, which we will aggregate and anonymize ("Analytics"). We retain all rights to Analytics and may use them for our internal business purposes, provided they do not include any identifiable information about you.
- We neither endorse nor accept responsibility for any of Your Data.
- This clause will remain effective even after the termination or expiration of your Subscription.

6. Warranties

- You affirm and guarantee that:
 - a) You will not use the Subscription Service, including any of Our Intellectual Property, in a manner that competes with our business;
 - b) No legal restrictions prevent you from agreeing to these Terms; and
 - c) All information and documentation you provide in connection with these Terms are accurate, complete, and current.

7. Australian Consumer Law

- Under the Australian Consumer Law (ACL) within the Competition and Consumer Act 2010 (Cth), as well as other related consumer protection laws and regulations, you are entitled to certain rights, warranties, guarantees, and remedies regarding the provision of our Subscription Service, which cannot be excluded, restricted, or modified (Consumer Law Rights).
- If you are classified as a consumer under the ACL, nothing in these Terms will limit your Consumer Law Rights. Our liability for providing the Subscription Service to you, as a consumer, is governed exclusively by the ACL and these Terms.
- Beyond your Consumer Law Rights, we disclaim all other express and implied warranties. All materials, work, and services are provided "as is" without any warranties of any kind, whether express or implied.
- This provision will remain in effect even after the termination or expiry of your Subscription.

8. Liability

- Notwithstanding any other provision of these Terms, to the extent permitted by law:
 - a) Neither party will be liable for consequential loss;

- b) Each party's liability for any damages under these Terms will be reduced proportionally if the damages were caused or contributed to by the acts or omissions of the other party or their personnel (including Authorized Users), or by a failure to mitigate losses; and
 - c) Our total liability for any damages arising from or in connection with these Terms will be limited to the Fees, you have paid us in the 12 months immediately preceding the incident causing the liability. If fewer than 12 months of fees have been paid, the amount will be calculated pro rata based on the fees paid and the duration of the term.
- This liability clause will also remain in force after your Subscription ends.

9. Termination of Subscription

- You may request to cancel your Subscription at any time through the following methods:
 - a) For a 6-month Subscription, termination is allowed within the first 14 days.
 - b) For a 12-month Subscription, you may terminate within the first 30 days.
 - c) If otherwise agreed in writing between both parties, your cancellation will become effective at the end of the minimum period specified in your Contract.

Immediate Termination:

- a) Immediate termination will occur upon written notice from a Non-Defaulting Party if the other party (Defaulting Party) violates a significant term of these Terms and fails to rectify it within 10 business days after being notified.
 - b) Termination will also occur if the Defaulting Party becomes unable to meet its financial obligations.
- If we suspect a breach of these Terms by you, we may suspend your access to the Subscription Service and Managed Services during our investigation.

Effects of Termination:

- a) Upon the end of your Subscription, we will cease providing Admin Support Services, and your Contract will be terminated.
 - b) If we terminate your Subscription due to your failure to correct a default, you must cover any reasonable costs we incur due to the termination, including recovery fees.
 - c) If termination is due to our breach, we will refund any prepaid, unused Fees on a pro-rata basis.

- This termination clause will remain effective post-expiration or termination of your Subscription.

10. General Provisions

Assignment:

- You must not transfer any part of your rights or obligations under these Terms without our written consent, which will not be unreasonably withheld.

Assignment of Debt:

- We may assign any debt you owe under these Terms to a third party like a debt collector or collection agency.

Dispute Resolution:

- Parties must attempt to resolve any disputes amicably before initiating court proceedings. If unresolved, mediation will be sought with equal sharing of costs. This does not prevent either party from seeking urgent judicial relief.

Entire Agreement:

- These Terms represent the complete agreement between the parties, superseding all prior discussions and agreements, except as explicitly stated here.

Force Majeure:

- Neither party is liable for delays or failures in performance resulting from acts beyond their control. Affected parties must notify the other promptly and endeavor to reduce impact.

Governing Law:

- These Terms are governed by the laws of New South Wales, and both parties submit to the jurisdiction of its courts.

Notices:

- Notices must be in writing and will be considered served 48 hours after posting or at the time of email transmission.

Publicity:

- You agree that we may publicly disclose that you are a client of ours.

Severability:

- If any provision is found invalid or unenforceable, it will be modified to the minimum extent necessary, or severed, if necessary, without affecting the remainder of the Terms.

11. Amendments to Terms

- We may amend these Terms from time to time. We will notify you of any changes by posting the revised Terms on our website (<https://dluxtech.com/>). Your continued use of the Services after the effective date of the revised Terms constitutes your acceptance of the terms.

12. Contact Information

- For any questions or concerns regarding these Terms or the Services, please contact us at

DLUX Tech Corp Pvt Ltd (ACN 629 760 523)

Email: sales@dluxtech.com

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DLUX Managed Services

Terms & Conditions for Serving US Clients

Our Key Disclosures

The full terms and conditions governing your Subscription are detailed below. Here are some critical points you should understand before becoming a customer:

- Your Subscription is subject to a minimum term as specified in your Contract. In accordance with the US Consumer Bill of Rights, your rights to cancel your Subscription are strictly as per these terms.
- You are responsible and accountable for any actions taken by your Authorized Users.
- Our liability under these terms is capped at the equivalent of 12 months of your Subscription fees. We are not liable for any consequential loss, losses resulting from third-party services, data loss or corruption, or issues arising from scheduled or emergency maintenance.
- In cases where we fail to meet the specified Service Levels, your exclusive remedy will be the receipt of Service Credits.
- Your rights under the US Consumer Bill of Rights remain unaffected by these terms.

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represent your employer or the entity and commit both the entity and its staff to these Terms.

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- We grant you the authority to use Our Intellectual Property strictly for your internal business operations. You are prohibited from using Our Intellectual Property for any other purposes or allowing, assisting, or facilitating its use by any third party.

Access to and use of Our Intellectual Property must be confined to Authorized Users using devices that you control or have authorized.

- Without our prior written consent, you must not:
 - a) Copy any part or whole of Our Intellectual Property;
 - b) Reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any of Our Intellectual Property to any third parties; or
 - c) Infringe upon the intellectual property rights associated with the Subscription Service, including but not limited to altering or modifying any of Our Intellectual Property, embedding it within another website, or creating derivative works from it.
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 - f) As reasonably necessary to meet our obligations under these Terms.
- You are solely responsible for all Your Data that you and your Authorized Users make available via the Subscription Service. You represent and warrant that:
 - a) You own Your Data outright, or possess all necessary rights, licenses, consents, and releases to grant us the rights to use Your Data as outlined in these Terms; and
 - b) Neither Your Data nor its use—through upload, publication, transmission by us, or otherwise—will infringe upon any third party's intellectual property rights, privacy or publicity rights, nor will it breach any applicable laws or regulations.
- You acknowledge that we may monitor, analyze, and compile statistical and performance information related to your use of the Subscription Service, which we will aggregate and anonymize ("Analytics"). We retain all rights to Analytics and

may use them for our internal business purposes, provided they do not include any identifiable information about you.

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7. US Consumer Law

- Under various federal and state consumer protection laws in the United States, including the Federal Trade Commission Act (FTCA), the Consumer Protection Safety Act (CPSA), and state unfair and deceptive acts and practices (UDAP) laws, you are entitled to specific rights, warranties, guarantees, and remedies regarding the provision of our Subscription Service. These rights are designed to protect consumers from unfair, deceptive, and fraudulent business practices and cannot be waived or disclaimed by any contract or agreement.
- If you are classified as a consumer under these laws, nothing in these Terms will limit your consumer protection rights. Our liability for providing the Subscription Service to you, as a consumer, is governed by these laws alongside these Terms.
- Beyond your rights under US consumer protection laws, we disclaim all other express and implied warranties. All materials, work, and services are provided "as is" without any warranties of any kind, whether express or implied, except as expressly stated in these terms or required by law.
- This provision will remain in effect even after the termination or expiry of your Subscription.

8. Liability

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- b) Each party's liability for any damages under these Terms will be reduced proportionally if the damages were caused or contributed to by the acts or omissions of the other party or their personnel (including Authorized Users), or by a failure to mitigate losses; and
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Entire Agreement:

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Force Majeure:

- Neither party is liable for delays or failures in performance resulting from acts beyond their control. Affected parties must notify the other promptly and endeavor to reduce impact.

Governing Law:

- These Terms are governed by the laws of the United States and, where applicable, the laws of the state in which the service is provided. Both parties agree to submit to the jurisdiction of the federal and state courts located within the United States for any disputes arising under or related in any way to these Terms. This includes any federal laws applicable to the interpretation and enforcement of these Terms.

- Both parties agree that any legal action or proceeding concerning the validity, interpretation, enforcement, or breach of these Terms shall be conducted exclusively in the courts of competent jurisdiction in the United States. This ensures that the interpretation and application of these Terms will be consistent with United States federal law and the applicable state laws, regardless of any conflict of law principles. This provision applies to all matters arising from or relating to this Agreement, including tort claims.

Notices:

- Notices must be in writing and will be considered served 48 hours after posting or at the time of email transmission.

Publicity:

- You agree that we may publicly disclose that you are a client of ours.

Severability:

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12. Contact Information

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DLUX Tech Corp Pvt Ltd (ACN 629 760 523)

Email: slaes@dluxtech.com

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