

Terms and conditions

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As per G.S.R. 314(E).— In exercise of the powers conferred by clause (zg) of subsection (2) of section 87 read with sub-section (2) of section 79 of the Information Technology Act, 2000 (21 of 2000) we, Enotice Ninja Softech Pvt. Ltd published the terms and conditions, privacy policy and user agreement for access-or usage on our Website(www.enoticeninja.com). Our policy is to respond to guidelines of intermediary due diligence that comply with the formalities of Information Technology Act, 2000

This terms and conditions is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Information Technology Act, 2000.

This document is published and shall be construed in accordance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data of Information) Rules, 2011 under Information Technology Act, 2000; That require publishing of the privacy policy for collection, use, storage and transfer of sensitive personal data or information.

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In using this site, you agree:

- (a)** not to disrupt or interfere with the security of, or otherwise abuse, the site, or any services, system resources, accounts, servers or networks connected to or accessible through the site or affiliated or linked web sites;
- (b)** not to disrupt or interfere with any other user's enjoyment of the site or affiliated or linked web sites;
- (c)** not to upload, post, or otherwise transmit through or on this site any viruses or other harmful, disruptive or destructive files;
- (d)** not to use or attempt to use another's account, service or system without authorization from Enotice Ninja Softech Pvt. Ltd , or create or use a false identity on this site;
- (e)** not to transmit through or on this site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- (f)** not to provide your username and password to others either on or off the site;
- (g)** not to attempt to obtain unauthorized access to the site or portions of the site which are restricted from Enotice Ninja Softech Pvt. Ltd access; and,

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations, including but limited to India, that relate to your use of or activities on this site. This site is controlled and operated in the India. If you are in a jurisdiction which restricts you from accessing this site, do not access or use this site. Enotice Ninja Softech Pvt. Ltd makes representation that the site is appropriate or available for use outside India.

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Service Availability

We may change or end any Service or modify our prices prospectively. We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

We don't promise to store or keep showing any information and content that you've posted. Enotice Ninja Softech Pvt. Ltd is not a storage service provider. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

Privacy Policy

You acknowledged Enotice Ninja Softech Pvt. Ltd may use the data collected in the course of our relationship for the purposes identified in our privacy policy, which is incorporated by reference as if fully set forth in these terms of use.

Information security

For your personal information we use proper security measures and apply ISO 270001: 2013 standard which assures you we follow the entire standard and it gives you assurance that we keep your information safe and secure.

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This site may from time to time contain links to other websites. These links are provided as a convenience and do not constitute an endorsement, sponsorship or recommendation by Enotice Ninja Softech

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Links from other web sites

All links to this site must be approved in writing by Enotice Ninja Softech Pvt. Ltd., except that Enotice Ninja Softech Pvt. Ltd. consents to links in which:

- (1) the link is a text-only link containing only the title of the home page of this site,
- (2) the link "points" only to the home pages of the site and not to deeper pages,
- (3) the link, when activated by a user, displays this home page of the site full-screen and not within a "frame" on the linked web site, and
- (4) the appearance, position, and other aspects of the link do not

Appropriate access & conduct of user and content.

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- Removing any copyright, trademark or other proprietary rights notices contained in or on the service.
- Using any robot, spider, crawler, Application search/retrieval application, or other devices to retrieve or index any portion without written consent.
- Creating user accounts by automated means or under false or fraudulent pretenses.

- Creating or transmitting unwanted electronic communications such as “spam,” or chain letters to or otherwise interfering with other user’s enjoyment of the service by blocking.
- Submitting data of any third party without such third party’s prior written consent.
- Submitting data of any third party without such third party’s prior written consent.
- Submitting Materials that infringe misappropriate or violate the intellectual property, publicity, privacy or other proprietary rights of any party.
- Transmitting any viruses, worms, defects, Trojan horses or other items of a destructive nature.
- Violating any laws, regulations or code of conduct, which are in force.

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followers know you or your organization were mentioned in the news. Members have choices about this feature.

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Product descriptions

- 1: products division
- 2: technology services/product development
- 3: trading

Responsibility for your site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

The technical operation of your site and all related equipment

Ensuring the display of special links on your site does not violate any terms and conditions between you and any third party (including

without limitation any restrictions or requirements placed on you by a third party that hosts your site)

Creating and posting product descriptions on your site and linking those descriptions to the Enotice Ninja Softech Pvt. Ltd. site catalog

The accuracy and appropriateness of materials posted on your site (including, among other things, all product-related materials and any information you include within or associate with special links)

Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)

Ensuring that materials posted on your site are not libelous or otherwise illegal

Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, Enotice Ninja Softech Pvt. Ltd , and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site. We also advise you to strictly abide by the terms narrated in clause 1 above of these terms and conditions and any non-observance of the terms therein shall determine our association with immediate effect.

Compliance with laws

As a condition to your participation in the program, you agree that while you are a program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. Are now in effect or later come into effect during the time you are a program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the program you will comply with all applicable laws of India that govern marketing email and all other anti-spam laws.

Our website/portal functions as intermediaries as defined under sub-clause(w) of section 2 of the Information Technology Act, 2000(IT

Act). As per section 2(1) (w) of Information Technology Act, 2000, an “intermediary” with respect to any particular electronic record, means any person who on behalf of another person receives, stores or transmits that record or provides any service with respect to that record.

Term of the terms and conditions

The terms and conditions will begin upon our acceptance of your program application and will end when terminated by either party. Either you or we may terminate this terms and conditions at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this terms and conditions for any reason, you will immediately cease use of, and remove from your site, all links to the Enotice Ninja Softech Pvt. Ltd. site, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the program. You are eligible to earn referral fees only on sales of qualifying products that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

Effect of termination: upon termination of this terms and conditions by either side you will cease to be an affiliate and shall remove all links to the Enotice Ninja Softech Pvt. Ltd. site as detailed herein above and non-removal of links and use of all or any of our trademark, trade dress, logos and price are treated as illegal crawling and infringement Enotice Ninja Softech Pvt. Ltd of our trademark.

Modification

We may modify any of the terms and conditions contained in these terms and conditions , without prior notice at any time and in our sole discretion, by posting a change to Enotice Ninja Softech Pvt. Ltd notice or a new terms and conditions on the Enotice Ninja Softech Pvt. Ltd. site. Modifications may include, for example, changes to Enotice Ninja Softech Pvt. Ltd in the scope of available referral fees, referral fee schedules, payment procedures, and program rules. If any modification is unacceptable to you, your only recourse is to terminate these terms and conditions. Your continued participation in the program following our posting of a change notice or new terms and conditions on the Enotice Ninja Softech Pvt. Ltd. site will constitute binding acceptance of the change Enotice Ninja Softech Pvt. Ltd .

You and we are independent contractors, and nothing in this terms and conditions will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this clause.

Management of Websites

The community has the primary role in creating and enforcing policies applying to the different Project editions. We rarely intervene in community decisions about policy and its enforcement. In an unusual case, the need may arise, or the community may ask us, to address an especially problematic user because of significant Project disturbance or dangerous behavior. In such cases, we reserve the right, but do not have the obligation to:

- Investigate your use of the service (a) to determine whether a violation of these Terms of Use, Project edition policy, or other applicable law or policy has occurred, or (b) to comply with any applicable law, legal process, or appropriate governmental request;
- Detect, prevent, or otherwise address fraud, security, or technical issues or respond to user support requests;
- Refuse, disable, or restrict access to the contribution of any user who violates these Terms of Use;
- Ban a user from editing or contributing or block a user's account or access for actions violating these Terms of Use, including repeat copyright infringement;
- Take legal action against users who violate these Terms of Use (including reports to law enforcement authorities); and
- Manage otherwise the Project websites in a manner designed to facilitate their proper functioning and protect the rights, property, and safety of ourselves and our users, licensors, partners, and the public.

In the interests of our users and the Projects, in the extreme circumstance that any individual has had his or her account or access blocked under this provision, he or she is prohibited from creating or using another account on or seeking access to the same Project, unless we provide explicit permission. Without limiting the authority of the community, the Wikimedia Foundation itself will not ban a user from editing or contributing or block a user's account or access solely

because of good faith criticism that does not result in actions otherwise violating these Terms of Use or community policies.

Enotice Ninja Softech Pvt. Ltd and its members may also take action when so allowed by the community or Foundation policies applicable to the specific Project edition, including but not limited to warning, investigating, blocking, or banning users who violate those policies. You agree to comply with the final decisions of dispute resolution bodies that are established by the community for the specific Project editions (such as arbitration committees); these decisions may include sanctions as set out by the policy of the specific Project edition.

Especially problematic users who have had accounts or access blocked on multiple Project editions may be subject to a ban from all of the Project editions, in accordance with the Global Ban Policy. In contrast to Board resolutions or these Terms of Use, policies established by the community, which may cover a single Project edition or multiple Projects editions (like the Global Ban Policy), may be modified by the relevant community according to its own procedures.

Independent investigation

You acknowledge that you have read these terms and conditions and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in these terms and conditions or operate web sites that are similar to or compete with your web site. You have independently evaluated the desirability of participating in the program and are not relying on any representation, guarantee, or statement other than as set forth in these terms and conditions .

Terms and conditions change

We may in our discretion change these terms, conditions of use and privacy notice, or any aspect of prime membership, without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Your continued membership after we change these terms constitutes your acceptance of the Enotice Ninja Softech Pvt. Ltd's changed terms and conditions. If you do not agree to any changes, you must cancel your order or services.

Applicable law

These terms of sale shall be governed in accordance with the laws of India without reference to conflict of laws principles. You acknowledge that these terms of services and sale are solely for your benefit. It is not for the benefit of any other person, except for your successors and permitted assigns.

Site policies, modification, and severability

Please review our other policies, such as our “privacy policy” posted on this site. These policies also govern your visit to Enotice Ninja Softech Pvt. Ltd . We reserve the right to make changes to our site, policies, and these conditions of use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Questions:

Questions regarding our conditions of usage, privacy policy, or other policy related material can be directed to our support staff by clicking on the "contact us" link in the side menu. Or you can email us at: website- enoticeninja.com

Arbitration

For an arbitrary process you have to contact our grievance officer”.

Grievance officer

If you find any discrepancies or have any grievances in relation to the collection, storage, use, disclosure and transfer of your personal information under this privacy policy or any terms of Enotice Ninja Softech Pvt. Ltd . () terms of use, term of sale and other terms and conditions or policies of any Enotice Ninja Softech Pvt. Ltd . () entity, please contact the following:

Grievance officer e-mail ID- support@enoticeninja.com, Mob. No. 8600100070, the designated grievance officer under Information Technology Act, 2000;

Address- Poonam Plaza,Market Yard Road, Above Bank of Maharashtra,Pune -411037.

Website- www.enoticeninja.com

The details of the grievance officer may be changed by us from time to time by updating this privacy policy.

CONSUMER PRIVACY POLICY

Protecting individual privacy is important to Enotice Ninja SoftechPvt.Ltd and its employees. In order to provide our customers with a broad range of services as effectively and conveniently as possible, we use technology to manage and maintain customer information. This policy serves as a standard for all Enotice Ninja SoftechPvt.Ltd employees for collection, use, retention, and security of nonpublic personal information.

As per G.S.R. 314(E).— In exercise of the powers conferred by clause (zg) of subsection (2) of section 87 read with sub-section (2) of section 79 of the Information Technology Act, 2000 (21 of 2000)we, Enotice Ninja Softech Pvt. Ltd published the terms and conditions, privacy policy and user agreement for access-or usage on our Website(www.enoticeninja.com). Our policy is to respond to guidelines of intermediary due diligence that comply with the formalities of Information Technology Act, 2000

INFORMATION WE COLLECT

This privacy policy covers your company or personal information, including any information that we collect, use and share from you, as described further below. This privacy policy applies to our website www.enoticeninja.com , our products and services, and our mobile applications (collectively hereafter referred as “Services”). This privacy policy does not cover how our Users may use or share data that they collect using our services.

When you purchase a Service from us, your personal information will be collected, used, and shared consistent with the provisions of this privacy policy as well as the following information will be viewed, collected from your environment while execution of products and services offered by Enotice Ninja Softech Pvt. Ltd , which are a part of this privacy policy.

- IP address
- Domain name, username and hostname
- BIOS name and version
- Encrypted passwords
- Email Addresses
- Endpoint machine/device names
- Network domain names; Network Diagram and/or
- Metadata as per the above

The above information is used to enable the access of your products or environment for remote configuration and or maintenance functionality of our services and is not transmitted back to Enotice Ninja Softech Pvt.Ltd .

INFORMATION WE DISCLOSE

As described below, we will share certain personal information with and when

- Members of our Technical Support and Sales and Marketing team
- in connection with a sale, merger, acquisition or corporate reorganization;
- authorized users within your organization
- for legal reasons

With Corporate Family

Other members of the Enotice Ninja Softech Pvt. Ltd corporate family to allow our corporate affiliates to contact you with offers, services or products that may be of interest to you and to provide you with their products and services. Any such corporate affiliate may use your information only according to the terms of this privacy policy.

With Partners

When we share personal information with certain third-party partners, including marketing and advertising partners, that information includes your name, email address and other information enabling partners to:

- assist you in using our products and services,
- contact you with offers, services or products that may be of interest to you, and
- provide you with their products or services.

If you are located in a jurisdiction where such sharing requires your permission, we will only do so with your consent. Please note that if you access our services through a tool that hides your location, such as through a virtual private network, you may not receive our request for permission because we were not able to identify you as being located in a jurisdiction where your permission is required.

Further, our partners are prohibited from using your contact information for any purpose beyond those set forth above without your consent. We will not provide our partners with your credit card information.

With Third Party Service Provider and Vendor

We may enter into contracts with carefully selected third parties so that they can assist us in servicing you (for example, remote access software tool, helpdesk ticketing tool, fraud detection and deterrence) or to assist us in our own marketing and advertising activities (including providing us with analytic information and search engine optimization services). Our contracts with such third parties prohibit them from using any of your personal information for any purpose beyond the purpose for which it was shared. Our third party vendor/service providers have been associated and complying with all regulatory compliances under Information Technology Act 2011 rule under Intermediaries and also complied with under section 43 a and 85 Information Technology Act 2008. We assure that our gateway payment service provider is also compliant with ISO 27001-2013 and PCI-DSS regulatory compliance for payment security/data protection.

Corporate Reorganizations

If we are involved in a merger, acquisition, a sale of all or a substantial portion of our assets, or other similar sale transaction, your information will be transferred as part of that transaction. We will notify you by email and/or a prominent notice on our website of any such transfer and any choices you may have regarding your information.

Your Authorized Users

All users authorized by you to have access to your account can view personal and service related information including the helpdesk ticket stored in the account. A primary account holder can view personal information saved in sub accounts to which they have authorized access. We share information about authorized users only for legitimate purposes consistent with this privacy policy, including servicing your account and marketing products and services to you.

Legal Process

If legally required to do so, or if we have a good faith belief that such disclosure is reasonably necessary, we may disclose your personal information to courts of law, law enforcement authorities and other relevant third parties to conduct an investigation, respond to a third party or law enforcement subpoena or court order, bring legal action, prevent harm to others or pursue other relief when you or a third party are or may be

- violating our terms and conditions of use;
- causing injury or other harm to, or otherwise violating the property or other legal rights, of us, other users, or third parties; or
- Violating federal, state, local, or other applicable law.

SECURITY PROCEDURES

We take steps to safeguard customer information. We restrict access to personal and account information to those employees who need to know that information to provide products or services to our customers. Employees who violate these standards will be subject to disciplinary measures. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard nonpublic personal information.

Information security standards

We assure you that we are establishing ISO/IEC 27001:2013 STANDARD to protect your personal information and trying to get persistent improvement.

Use of your information

We use personal information to provide the services you request. To the extent we use your personal information to market to you, we will provide you the ability to opt-out of such uses. We use your personal information to resolve disputes; troubleshoot problems; help promote a safe service; collect money; measure consumer interest in our services, inform you about online and offline offers, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to you at the time of collection.

In our efforts to persistently improve our service offerings, we collect and analyze demographic and profile data about our users' activity on our website.

We identify and use your ip address to help diagnose problems with our server, and to administer our website. Your ip address is also used to help identify you and to gather broad demographic information.

Sharing of personal information

We may disclose personal information to third parties. This disclosure may be required for us to provide you access to our services, to comply with our legal obligations, to enforce our user agreement, to facilitate our marketing and advertising activities, **or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our services.** We do not disclose your personal information to third parties for their marketing and advertising purposes without your explicit consent.

We may disclose personal information if required to do so by law or in good faith believing that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith believing that such disclosure is reasonably necessary to: enforce our terms or privacy policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

Links to other sites

Our website links to other websites that may collect personally identifiable information about you. We are not responsible for the privacy practices or the content of those linked websites.

Security precautions

Our website has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Whenever you change or access your account information, we offer the use of a secure server. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

Choice/opt-out

We provide all users with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications from us

on behalf of our partners, and from us in general, after setting up an account.

If you want to remove your contact information please visit unsubscribes.

Your consent

By using the website and/ or by providing your information, you consent to the collection and use of the information you disclose on the website in accordance with this privacy policy, including but not limited to your consent for sharing your information as per this privacy policy.

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

Exercising your rights & contacting us

You have the right to access any personal data that you have provided to us or that we maintain about you. In addition, you have the right to withdraw any consent previously granted or to request correction, amendment, restriction, anonymization or deletion of your personal data and to request an explanation about the processing. In certain cases, your request may be denied on the basis of a legitimate exception such as where making information available would reveal personal data about another person or where we are legally prevented from disclosing such information.

Contactus

We value your feedback. If you have any questions or concerns about our privacy policy, our collection and use of your data or a possible breach of local privacy laws, you can contact us via email to support@enoticeninja.com or write to us at the appropriate address i.e. Poonam Plaza, Above Bank Of Maharashtra, Market Yard, Road, Pune-411037. All communications will be treated confidentially. Upon receipt of your communication, our representative will contact you within a reasonable time to respond to your questions or concerns. We aim to

ensure that your concerns are resolved in a timely and appropriate manner.

Privacy policy changes

If we modify our privacy policy, we will post the revised statement here, with an updated revision date. If we make significant changes to our privacy policy that materially alter our privacy practices, we may also notify you by other means, such as sending an email or posting a notice on our corporate website and/or social media pages prior to the changes taking effect. This privacy policy was last updated on [date].

WEBSITE USER AGREEMENT & SECURITY TIPS

This Internet Web Site Use Agreement (the "Agreement") is between you and "ENOTICE NINJA SOFTECH PVT. LTD." with an executive office at Pune.

Your use of the ENOTICE NINJA SOFTECH PVT. LTD. Internet Web Site (the " www.enoticeninja.com") is subject to the following terms and conditions of use:

- 1) YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEB SITE. Use of the Web Site signifies your unconditional agreement to the terms and conditions of this Agreement. **ENOTICE NINJA SOFTECH PVT. LTD.** "***Sensitive Personal Data or Information***" as per ***Information Technology Act 2000 and its amendments***. If you do not agree to these terms and conditions of use, do not access or otherwise use this Web Site.
- 2) ENOTICE NINJA SOFTECH PVT. LTD. may gather, process and use information and materials received from you (e.g., name, physical address, e-mail address) or collected through your use of the Web Site for any lawful reason or purpose.
- 3) ENOTICE NINJA SOFTECH PVT. LTD. reserves the right, at its sole discretion, from time to time to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the Web Site.
- 4) ENOTICE NINJA SOFTECH PVT. LTD. shall have the sole right to use or display the pictures in terms of advertisement or endorsement purposes during the course of any competitions/exhibitions to be

organized by/on behalf/in courtesy of ENOTICE NINJA SOFTECH PVT. LTD.. However, in consideration to the talent & effort in capturing the beauty, ENOTICE NINJA SOFTECH PVT. LTD. shall mark the courtesy of such images to its Owner as a note of Thanks and Appreciation.

5) The Web Site is protected by copyrights pursuant to Indian copyright laws, and other intellectual property laws. You will abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any Content on the Web Site. You may download and make copies of the Content and other downloadable items displayed on this Web Site, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content on the Web Site for reproduction, redistribution or publication to third parties for commercial purposes is expressly prohibited without prior written permission from the ENOTICE NINJA SOFTECH PVT. LTD.. All rights to ENOTICE NINJA SOFTECH PVT. LTD.'s copyrighted materials not expressly granted herein are reserved by ENOTICE NINJA SOFTECH PVT. LTD..

6) ENOTICE NINJA SOFTECH PVT. LTD., at its sole discretion, may change, suspend or discontinue any aspect of the Web Site at any time, including the availability of any Web Site feature, database or Content. ENOTICE NINJA SOFTECH PVT. LTD. may also impose limits on certain features and services or restrict your access to parts or all of the Web Site without notice or liability.

7) You represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the Web Site any materials which:

- (i) restrict or inhibit any other user from using and enjoying the Web Site;
- (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
- (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation;
- (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
- (v) Contain a virus or other harmful or destructive elements
- (vi) Contain any information, software or other material of a commercial nature;
- (vii) Contain advertising of any kind; or
- (viii) constitute or contain false or misleading indications of origin or statements of fact.
- (ix) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature
- (x) Impersonate another person
- (xi) Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

8) You hereby agree to defend, indemnify and hold harmless ENOTICE NINJA SOFTECH PVT. LTD., and all its officers, directors, agents,

employees, information providers, affiliates, licensors and licensees from and against any and all liabilities, claims, penalties, losses, damages, cost and expense (including court costs and reasonable attorney's fees, interest expense and amounts paid in compromise or settlement), suits or actions arising out of or resulting from any breach by you of this Agreement, including the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any claim.

9) The Web Site may contain hypertext links and pointers to the other World Wide Web Internet sites and resources operated and controlled by parties other than ENOTICE NINJA SOFTECH PVT. LTD.. Links to and from the Web Site to such third party sites do not imply or constitute an endorsement by ENOTICE NINJA SOFTECH PVT. LTD.of any third party material or contents.

10) ENOTICE NINJA SOFTECH PVT. LTD.does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed or distributed through the Web Site. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. ENOTICE NINJA SOFTECH PVT. LTD.reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Web Site.

11) ENOTICE NINJA SOFTECH PVT. LTD.reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in ENOTICE NINJA SOFTECH PVT. LTD.'s sole discretion are objectionable or in violation of

this Agreement ***as per Rule 6(1), Sec 43 A of Information technology Act 2000 and its amendments.***

12) ENOTICE NINJA SOFTECH PVT. LTD.WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEB SITE, IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ENOTICE NINJA SOFTECH PVT. LTD.MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE WEB SITE, FOR ANY HYPERTEXT LINKS TO THIRD PARTY WEB SITES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEB SITE OR ANY LINKED SITE. FURTHER, THE ENOTICE NINJA SOFTECH PVT. LTD.DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ENOTICE NINJA SOFTECH PVT. LTD.DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED, ERROR FREE OR THOSE DEFECTS WILL BE CORRECTED. ENOTICE NINJA SOFTECH PVT. LTD.SHALL NOT BE LIABLE FOR THE USE OF THE WEB SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, ENOTICE NINJA SOFTECH PVT. LTD.SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE

USE OF OR ACCESS TO THE WEB SITE OR FOR ANY INFORMATION OBTAINED THROUGH THE WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ENOTICE NINJA SOFTECH PVT. LTD. OR ANY OF ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

13) Some comments and information on the WEB Site may be based upon the ENOTICE NINJA SOFTECH PVT. LTD.'s management's current expectations, estimates and/or projections about ENOTICE NINJA SOFTECH PVT. LTD.'s markets and industries. These statements about ENOTICE NINJA SOFTECH PVT. LTD. are forward-looking statements which do not guarantee future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ from what is expressed or forecasted. Among the factors that could cause actual results to differ are uncertainties in competitive pricing pressures, general domestic and international economic conditions and market demand.

14) By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Web Site, you hereby grant to ENOTICE NINJA SOFTECH PVT. LTD. a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise fully exploit such Communications, in all media now

known or hereafter developed. You hereby waive all rights to any claim against ENOTICE NINJA SOFTECH PVT. LTD. for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with such Communications.

15) SOCIAL MEDIA PAGES

Your use of a Social Media Page is governed by this Agreement along with the and any general terms of use (including acceptable use policy) of ENOTICE NINJA SOFTECH PVT. LTD. applicable to the Social Media Page, if any, and as established and amended by the operator of the social media site, which constitute Additional Terms. ENOTICE NINJA SOFTECH PVT. LTD. is not responsible or liable for any act or omission (including any social media posting) by any user of a Social Media Page, or any act or omission by or on behalf of the operator of any social media site.

16) You acknowledge that Communications involving the Web Site are not confidential and that Communications may be read or intercepted by others. You acknowledge that by submitting Communications to ENOTICE NINJA SOFTECH PVT. LTD., no confidential, fiduciary, and contractually implied or other relationship is created between you and ENOTICE NINJA SOFTECH PVT. LTD. other than pursuant to this Agreement.

17) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF INDIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. YOU HEREBY AGREE AND CONSENT THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY

ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE AN APPROPRIATE COURT LOCATED IN INDIA.

18) ENOTICE NINJA SOFTECH PVT. LTD.has a long standing policy that does not allow it to accept or consider creative ideas, suggestions or materials other than those which have been specifically requested or otherwise affirmatively solicited by ENOTICE NINJA SOFTECH PVT. LTD.in writing. It is the intent of this policy to avoid possible misunderstandings as to the ownership of creative ideas, concepts, suggestions or materials. If you send any creative materials, suggestions, ideas, notes, drawings, concepts or other information (collectively known as the "Information") to ENOTICE NINJA SOFTECH PVT. LTD.in printed form, electronic means or otherwise, the Information shall be deemed to be the property of ENOTICE NINJA SOFTECH PVT. LTD.and shall not be subject to any obligations of confidence, non-disclosure or non-usage. ENOTICE NINJA SOFTECH PVT. LTD.is hereby entitled to unrestricted usage of the Information on a worldwide basis without compensation to the provider of the Information.

19) This Agreement constitutes the entire agreement between ENOTICE NINJA SOFTECH PVT. LTD.and you with respect to your use of and access to the Web Site. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and ENOTICE NINJA SOFTECH PVT. LTD.with respect to the Web Site. Use of the Web Site is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this Agreement. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give legal effect to the intent of the

Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or the Web Site to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by ENOTICE NINJA SOFTECH PVT. LTD.. The failure of ENOTICE NINJA SOFTECH PVT. LTD.to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor bar the ENOTICE NINJA SOFTECH PVT. LTD.'s right to enforce the provision.

Security Tips:

ENOTICE NINJA SOFTECH PVT LTD. employs a range of security features for its Payment Gateway and other channels. These measures extend from data encryption to firewalls. ENOTICE NINJA SOFTECH PVT. LTD.uses encryption technology to ensure that the information exchanged between the customer's computer and the net-banking site over the Internet is secure and cannot be accessed by any third party.

Your Participation to Online Security

ENOTICE NINJA SOFTECH PVT. LTD. recommends the following security measures to all its Internet/Payment Gateway Banking Users:

- Please create and maintain different passwords for Login and for Transactions. This provides additional security for financial transactions through Internet Banking.
- If you are accessing any website (including “www.enoticeninja.com”) from cyber cafe, any shared computer or from a computer other than that of your own, please change your passwords after such use from your own PC at workplace or at home. It is very important to do so especially when you have entered your transaction password from such a shared computer or cyber cafe computer. Change these Passwords from your own PC at your workplace or at home.

- Make sure that your computer is protected with antivirus and you have the latest anti-virus software.
- Avoid clicking on links which are sent via Emails. Type URL (Universal Resource Locator) of all such links directly on the browser.
- Avoid sending or furnishing personal and financial information on email. Also prior to providing any information (financial or personal) on a website, verify the bonafides of the website, its address and of the owners / operators of such websites. Make sure that the URL that appears in the "address" or "location" box on your browser window is the one you wish to access.
- Please do not reply / respond to communication or click on any link provided in any communication including
 - email, SMS or phone call informing you that your banking or other accounts will be closed unless you provide your
 - personal or banking information by responding to such communication or other email address/website/mobile
 - number/phone number, or any communication requiring furnishing of any information personal or otherwise, and representing to be from Bank
- Ignore any email asking for your password or PIN and inform us of the same for us to investigate. Neither the police nor we will ever contact you to ask you to reveal your online banking or payment card PINs, or your password information.
- Beware of email attachments. It's never a good idea to click on email attachments or free software from unknown sources. You could end up exposing your computer (and the information on it) to online fraud and theft.

SOCIAL MEDIA POLICY

By posting on any **eNotice Ninja Softech Pvt. Ltd.** social media site you agree to the following terms:

eNotice Ninja Softech Pvt. Ltd. has opened publicly facing pages on social media sites for viewing content and/or videos and posting comments about eNotice NinjaSoftech Pvt. Ltd.. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user generated content sites (hereinafter collectively referred to as “social media sites”). By accessing, viewing and/or posting any content related directly or indirectly to eNotice Ninja Softech Pvt. Ltd. on any social media site on the internet, you accept, without limitation or qualification, the following terms of use. If you do not agree to the terms of this policy, you may not view or post any content to any social media site on the internet. Your use of social media sites is acceptance of this policy and has the same effect as if you had actually physically signed an agreement.

1. PURPOSE OF POLICY

This policy is intended to help employees of eNotice Ninja Softech Pvt. Ltd. make appropriate decisions about the use of social media such as twitter, facebook, google+ and LinkedIn. Other social media includes but is not exclusive to blogs, video, picture blogging and audio.

This policy outlines the standards eNotice Ninja Softech Pvt. Ltd. requires staff to observe when using social media, the circumstances in which eNotice Ninja Softech Pvt. Ltd. will monitor your use of social media and the action that will be taken in respect of breaches of this policy. The principles of this policy apply to use of social media

regardless of the method used to access it - it covers static and mobile, computer **equipment, as well as work and/or personal smartphones etc.**

2. PROCEDURES

- The following principles apply to professional use of social media on behalf of eNotice Ninja Softech Pvt. Ltd. as well as personal use of social media when referencing eNotice Ninja Softech Pvt. Ltd.. Employees need to know and adhere to the eNotice Ninja Softech Pvt. Ltd.'s Code of Conduct, Employee Handbook, and other eNotice Ninja Softech Pvt. Ltd. policies] when using social media in reference to eNotice Ninja Softech Pvt. Ltd..
- Employees should be aware of the effect their actions may have on their images, as well as eNotice Ninja Softech Pvt. Ltd.'s image. The information that employees post or publish may be public information for a long time.
- Employees should be aware that eNotice Ninja Softech Pvt. Ltd. may observe content and information made available by employees through social media.
- Employees should use their best judgment in posting material that is neither inappropriate nor harmful to eNotice Ninja Softech Pvt. Ltd., its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions

about what is considered confidential, employees should check with the Human Resources Department and/or supervisor.

- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized eNotice Ninja Softech Pvt. Ltd. spokespersons.
- If employees encounter a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Employees should get appropriate permission before referring to or posting images of current or former employees, members, vendors or suppliers. Additionally, employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property. Social media use shouldn't interfere with employee's responsibilities at eNotice Ninja Softech Pvt. Ltd..
- Computer systems are to be used for business purposes only. When using eNotice Ninja Softech Pvt. Ltd.'s computer systems, use of social media for business purposes is allowed (ex: Facebook, Twitter, eNotice Ninja Softech Pvt. Ltd. blogs and LinkedIn), but personal use of social media networks or personal blogging of online content is discouraged and could result in disciplinary action.
- Subject to applicable law, after-hours online activity that violates [the eNotice Ninja Softech Pvt. Ltd.'s Code of Conduct] or any other eNotice Ninja Softech Pvt. Ltd. policy may subject an employee to disciplinary action or termination.

- If employees publish content after-hours that involves work or subjects associated with eNotice Ninja Softech Pvt. Ltd., a disclaimer should be used, such as this: “The postings on this site are my own and may not represent eNotice Ninja Softech Pvt. Ltd.’s positions, strategies or opinions.”
- It is highly recommended that employees keep eNotice Ninja Softech Pvt. Ltd. related social media accounts separate from personal accounts, if practical.

3. ELIGIBILITY

1. You must be at least 18 years old to post any content on any social media site.
2. You are prohibited from posting any content that is personal information on any social media site. You are also prohibited from using the social media site to provide eNotice Ninja Softech Pvt. Ltd. advice or eNotice Ninja Softech Pvt. Ltd. commentary on behalf of any authority or to use the social media site to make, recommend or increase referrals for personal use or against eNotice Ninja Softech Pvt. Ltd..
3. If you are an eNotice Ninja Softech Pvt. Ltd. employee you must adhere to eNotice Ninja Softech Pvt. Ltd. post on the eNotice Ninja Softech Pvt. Ltd. internet site.
4. As a guest posting content to any social media site on the internet, you agree that you will not: violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this policy; transmit any material (by uploading, posting,

email or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, derogatory, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in eNotice Ninja Softech Pvt. Ltd.'s discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising (including advertising of non-existing eNotice Ninja Softech Pvt. Ltd. services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; transmit any material (by uploading, posting, email or otherwise) that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; or to share confidential pricing information of any party.

5. eNotice Ninja Softech Pvt. Ltd. reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any social media site, at any time, without notice and for any reason and in its sole discretion. eNotice Ninja Softech Pvt. Ltd. may remove, delete, block, filter or restrict by any other means any materials in eNotice Ninja

Softech Pvt. Ltd.'s sole discretion. You understand and agree that eNotice Ninja Softech Pvt. Ltd. may disclose your communications and activities with eNotice Ninja Softech Pvt. Ltd. in response to lawful requests by governmental authorities, including any act requests, judicial orders, warrants or subpoenas, or for the protection of eNotice Ninja Softech Pvt. Ltd. rights. You agree that in the event that eNotice Ninja Softech Pvt. Ltd. exercises any of its rights hereunder for any reason, eNotice Ninja Softech Pvt. Ltd. will have no liability to you.

6. By posting any content on any social media site, you grant to eNotice Ninja Softech Pvt. Ltd. the irrevocable right to reproduce, distribute, publish, display such content and the right to create derivative works from your content, edit or modify such content and use such content for any eNotice Ninja Softech Pvt. Ltd. purpose.

7. You shall defend, indemnify, and hold eNotice Ninja Softech Pvt. Ltd. and its corporate affiliates and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your posting of any content to a social media site, any third party claims of infringement or any breach of this policy.

8. You expressly acknowledge that you assume all responsibility related to the security, privacy, and confidentiality risks inherent in sending any content over the internet. By its very nature, a website and the internet cannot be absolutely protected against intentional or malicious intrusion attempts. eNotice Ninja Softech Pvt. Ltd. does not control the third party sites and the internet over which you may choose to send confidential

personal or health information or other content and, therefore, eNotice Ninja Softech Pvt. Ltd. does not warrant any safeguard against any such interceptions or compromises to your information. When posting any content on an internet site, you should think carefully about your own privacy in disclosing detailed or private information about yourself and your family.

9. You agree that any claim or dispute relating to your posting of any content on a social media site on the internet shall be construed in accordance with the laws of India without regard to its conflict of law's provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state courts located in India.

10. you may not provide any content to a social media site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations or contributions or use the social media site to link to any sites or political candidates or parties or use the social media site to discuss political campaigns, issues or for taking a position on any legislation or law.

4. RESPONSIBILITY FOR IMPLEMENTATION OF THE POLICY

eNotice Ninja Softech Pvt. Ltd. has overall responsibility for the effective operation of this policy.

All staff is responsible for their own compliance with this policy and for ensuring that it is consistently applied. All staff should ensure that they take the time to read and understand it. Any breach of this policy should be reported to eNotice Ninja Softech Pvt. Ltd..

5. GENERAL RULES FOR SOCIAL MEDIA USE

Whenever you are permitted to use social media in accordance with this policy, you must adhere to the following general rules. The same rules would also apply when using social media outside of work:

- Do not post or forward a link to any abusive, discriminatory, harassing, derogatory, defamatory or inappropriate content.
- A member of staff who feels that they have been harassed or bullied, or are offended by material posted by a colleague onto a social media website should inform eNotice Ninja Softech Pvt. Ltd..
- Never disclose commercially sensitive, anti-competitive, private or confidential information, if you are unsure whether the information you wish to share falls within one of these categories, you should discuss this with eNotice Ninja Softech Pvt. Ltd..
- Do not post material in breach of copyright or other intellectual property rights.
- Be honest and open, but be mindful of the impact your contribution might make to people's perceptions of the eNotice Ninja Softech Pvt. Ltd..
- You are personally responsible for content you publish – be aware that it will be public for many years.
- When using social media for personal use, use a disclaimer, for example: 'the views expressed are my own and don't reflect the views of my employer'. It is pertinent to note that even if you make it clear that your views on such topics do not represent those of the organisation, your comments could still damage our reputation in the consuming traffic.
- You should avoid social media communications that might be misconstrued in a way that could damage our business reputation, even indirectly.

- Do not post anything that you're colleagues or our customers, clients, business partners, suppliers or vendors would find offensive, insulting, obscene and/or discriminatory.
- If you have disclosed your affiliation as an employee of our organisation you must ensure that your profile and any content you post are consistent with the professional image you present to client and colleagues.

6. POLICY REVIEW AND UPDATE

eNotice Ninja Softech Pvt. Ltd. has overall responsibility for the review and update of this policy at the beginning of each year or more regularly as required.

7. AGREEMENT

All eNotice Ninja Softech Pvt. Ltd. employees, contractors, temporary are required to sign this agreement confirming their understanding.

8. BEST PRACTICES

- Always respect your audience. In every situation, use social media as a respectful tool to share ideas and information. Be especially mindful when dealing with sensitive subjects such as politics and religion.
- Share content intelligently. If you publish an item professionally, you may help to strengthen the community of eNotice Ninja Softech Pvt. Ltd.. It is expected of you to make sure what you publish is

helpful, valuable, and promotes the principles of this eNotice Ninja Softech Pvt. Ltd..

- Protect your privacy. Always think twice before posting, and remember that what you share may remain in the public domain for a long time afterwards. Make sure you are protecting your own privacy and that of the eNotice Ninja Softech Pvt. Ltd.'s.
- Employees are responsible for ensuring that their online activities do not interfere with their ability to perform their job, or to fulfill commitments to their managers, co-workers or clients.

9. MONITORING USE OF SOCIAL MEDIA WEBSITES

9.1. Staff should be aware that any use of social media websites (whether or not accessed for work purposes) may be monitored and, where breaches of this policy are found, action may be taken under our [refer to your disciplinary procedure].

9.2. We reserve the right to restrict or prevent access to certain social media websites if we consider personal use to be excessive. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

9.3. Misuse of social media websites can, in certain circumstances, constitute a criminal offence or otherwise give rise to legal liability against you and us. Such misconduct on your part may also cause embarrassment to us and to our clients.

9.4. in particular uploading, posting forwarding or posting a link to any of the following types of material on a social media website, whether in a professional or personal capacity, will amount to gross misconduct (this list is not exhaustive): (a) pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature); (b) a false and defamatory statement about any person or organization; (c) material which is offensive, obscene, criminal discriminatory, derogatory or may cause embarrassment to us, our clients or our staff; (d) confidential information about us or any of our staff or clients (which you do not have express authority to disseminate); (e) any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or (f) material in breach of copyright or other intellectual property rights, or which invades the privacy of any person. Any such action will be addressed under the [refer to your disciplinary procedure] and is likely to result in summary dismissal.

9.5. Where evidence of misuse is found we may undertake a more detailed investigation in accordance with our [refer to your disciplinary procedure], involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the investigation. If necessary such information may be handed to the police in connection with a criminal investigation.

9.6. If you notice any use of social media by other members of staff in breach of this policy please report it to [position of relevant person such as line manager].

10. LIABILITY:

- Any use of social media for malicious activity or transmission of obscene material is strictly prohibited. In case of occurrence of such events the person if found guilty will be liable under Information Technology Act 2000 and other subordinating governing laws.
- Your use of social media for stealing the confidential data or sensitive personal information from the eNotice Ninja Softech Pvt. Ltd. resources and or any other areas may lead to data confidentiality breach and the guilty will be liable under Information Technology act 2000 and other subordinating governing laws.
- use of social media for any breach and or any malicious activity that including the activities that harm the eNotice Ninja Softech Pvt. Ltd. or result in events of loss of integrity and or any other events that are considered harmful or non tolerant will result in liability not limited to Information Technology Act 2000 but also other governing laws.

11. PRIVATE & CONFIDENTIAL

- Users must spell check all social media posts or activities related to eNotice Ninja Softech Pvt. Ltd., prior to transmission.
- eNotice Ninja Softech Pvt. Ltd. reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over either the electronic mail system or any social media platform use for eNotice Ninja Softech Pvt. Ltd. for any purpose. All computer pass codes must be provided to (managers/supervisor/named position). No pass code may be used that is unknown to the eNotice Ninja Softech Pvt. Ltd.'s.

- Any exception to this policy must receive prior approval from your manager.

12. DATA PROTECTION LAWS IN INDIA & YOUR LIABILITY

- Data protection refers to the set of privacy laws, policies and procedures that aim to minimize intrusion into one's privacy caused by the collection, storage and dissemination of personal data. personal data generally refers to the information or data which relate to a person who can be identified from that information or data whether collected by any government or any private organization or an agency
- It is important to note that there is no upper limit specified for the compensation that can be claimed by the affected party in such circumstances.

13. Your liabilities (as per Information Technology Act, 2000)

- The Information Technology Act, 2000 (hereinafter referred to as the "Information Technology Act") is an act to provide legal recognition of electronic data interchange and other means of electronic communication
- The scope of section 69 of the Information Technology act includes both interception and monitoring along with decryption for the purpose of investigation of cyber crimes.
- Penalty for damage to computer, computer systems, etc imposes a penalty of INR 10 Crore inter alia, for downloading data without consent.
- Tampering with computer source documents as provided for under the Information Technology act, 2000 shall be punishable with

imprisonment up to three years, or with fine which may extend up to INR 2 Crore, or with both.

- Computer related offences shall be punishable with imprisonment for a term which may extend to three years or with fine which may extend to five lakhs rupees or with both”.
- Penalty for breach of confidentiality and privacy shall be imprisonment for a term which may extend to two years, or with fine which may extend to INR 100,000, or with both.
- Employees who violate this policy are subject to discipline, up to and including dismissal or legal action. eNotice Ninja Softech Pvt. Ltd. prohibits taking negative action against any employee for reporting a possible deviation from this policy or for co-operating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

14. This policy may be updated at any time without notice, and each time a user accesses a social networking site, the new policy will govern usage, effective upon posting. To remain in compliance, eNotice Ninja Softech Pvt. Ltd. suggests that you review the policy, as well as the other website policies, at regular intervals. If you continue to post any content after such new terms are posted, you accept and agree to any and all such modifications to this policy.

15. If you have any queries relating to any posting or your action towards the eNotice Ninja Softech Pvt. Ltd.’s social media sites please contact us at support@enoticeninja.com

COOKIE POLICY

At eNotice Ninja Softech Pvt. Ltd., we believe in being clear and open about how we assemble and employ data related to you. In the spirit of transparency, this policy provides detailed information about how and when we use cookies. This cookie policy applies to any eNotice Ninja Softech Pvt. Ltd. service that links to this policy or incorporates it by reference.

By continuing to use our site and services, you are agreeing to the use of cookies and similar technologies for the purposes we describe in this Privacy Policy. If you don't accept the use of cookies and similar technologies don't use this site.

DOES ENOTICE NINJA USE COOKIES?

Yes. We use cookies and other technologies to ensure everyone who uses eNotice Ninja Softech Pvt. Ltd. has the best possible experience. Cookies also help us keep your account safe. By continuing to visit or use our services, you are agreeing to the use of cookies and similar technologies for the purposes we describe in this policy.

WHAT IS A COOKIE?

A cookie is a small file placed onto your device that enables eNotice Ninja Softech Pvt. Ltd. features and functionality. For example, cookies enable us to identify your device, secure your access to eNotice Ninja Softech Pvt. Ltd. and our sites generally, and even help us know if someone attempts to access your account from a different device. Cookies also enable you to easily share content on eNotice Ninja Softech Pvt. Ltd. and help us serve relevant ads to you.

WHEN DOES ENOTICE NINJA PLACE COOKIES?

We use cookies on our sites and mobile applications. Any browser visiting these sites will receive cookies from us.

WHAT TYPES OF COOKIES DOES ENOTICE NINJA USE?

We use two types: persistent cookies and session cookies. A persistent cookie helps us recognize you as an existing user, so it's easier to return to eNotice Ninja Softech Pvt. Ltd. or interact with our services without signing in again. After you sign in, a persistent cookie stays in your

browser and will be read by eNotice Ninja Softech Pvt. Ltd. when you return to one of our sites or a partner site that uses our services (for example, our sharing or job application buttons). Session cookies only last for as long as the session (usually the current visit to a website or a browser session).

WHAT ARE COOKIES USED FOR?

Cookies can be used to recognize you when you visit eNotice Ninja Softech Pvt. Ltd., remember your preferences, and give you a personalized experience that's in line with your settings. Cookies also make your interactions with eNotice Ninja Softech Pvt. Ltd. faster and more secure. Additionally, cookies allow us to bring you advertising both on and off the eNotice Ninja Softech Pvt. Ltd. sites, and bring customized features to you.

Categories of Use	Description
Authentication	If you're signed in to eNotice Ninja Softech Pvt. Ltd., cookies help us show you the right information and personalize your experience.
Security	We use cookies to enable and support our security features, and to help us detect malicious activity and violations of our User Agreement.
Preferences, features and services	Cookies can tell us which language you prefer and what your communications preferences are. They can help you fill out forms on eNotice Ninja Softech Pvt. Ltd. more easily. They also provide you with features, insights, and customized content in conjunction with our plugins. You can learn more about plugins in our Privacy Policy.
Advertising	We may use cookies to show you relevant advertising both on and off the eNotice Ninja Softech Pvt. Ltd. site. We may also use a cookie to learn whether someone who saw an ad later visited and took an action (e.g. downloaded a white paper or made a purchase) on the advertiser's site. Similarly, our partners may use a cookie to determine whether we've shown an ad and how it performed, or provide us with information about how you interact with ads. We may also work with a partner to show you an ad on or off eNotice Ninja Softech Pvt. Ltd., such as after you've visited a partner's site or application.

Performance,
Analytics and
Research

Cookies help us learn how well our site and plugins carry out in different locations. We also use cookies to understand, improve, and research features, and services, including when you access eNotice Ninja Softech Pvt. Ltd. from other websites, applications, or devices such as your work computer or your mobile device.

HOW ARE COOKIES USED FOR ADVERTISING PURPOSES?

Cookies and other ad technology help us serve relevant ads to you more effectively. They also help us provide aggregated auditing, research, and reporting for advertisers, understand and improve our service, and know when content has been shown to you.

Note: Because your web browser may request advertisements and beacons directly from third party ad network servers, these networks can view, edit, or set third party cookies, just as if you had requested a web page from their site. Ads served by eNotice Ninja Softech Pvt. Ltd. may also set third party cookies.

If you are logged in eNotice Ninja Softech Pvt. Ltd. or another Service that references this Cookie Policy or browsing a third party partner site of eNotice Ninja Softech Pvt. Ltd. and one of our cookies on your device identifies you, your usage (such as your browsing behavior) and log data (such as your IP address), will be associated by us with your account. We also use aggregate data from third parties and data from your profile and eNotice Ninja Softech Pvt. Ltd. activity.

If you are a eNotice Ninja Softech Pvt. Ltd. member but logged out of your account on a browser, eNotice Ninja Softech Pvt. Ltd. may still continue to log your interaction with our services on that browser for up to 30 days in order to generate usage analytics for our services, which analytics we may share in aggregate form with our advertising customers.

Unless you clear these cookies from your browser, we may use this information to:

- provide more relevant, interest-based advertising

- provide aggregate reports of ads activity to advertisers and websites hosting the ads
- help website and app owners understand how visitors engage with their sites or apps
- detect and defend against fraud and other risks to protect users and partners
- improve our services

CONTROLLING COOKIES

Most browsers allow you to control cookies through their settings preferences. However, if you limit the ability of websites to set cookies, you may worsen your overall user experience, since it will no longer be personalized to you. It may also stop you from saving customized settings like login information.

WHAT TO DO IF YOU DON'T WANT COOKIES TO BE SET OR WANT THEM TO BE REMOVED?

If you are a Visitor, you can opt-out of our advertising cookies [here](#). For Members, our ad settings are here. If you do not want to receive cookies, you can also change your browser settings on your computer or other device you're using to access our services. If you use eNotice Ninja Softech Pvt. Ltd. without changing your browser settings, we'll assume that you're happy to receive all cookies on the eNotice Ninja Softech Pvt. Ltd. website. Most browsers also provide functionality that lets you review and erase cookies, including eNotice Ninja cookies. Please note that the eNotice Ninja Softech Pvt. Ltd. site will not work properly without cookies.

REFUND POLICY

This refund policy (the “Refund Policy”) covers the circumstances under which ENOTICE NINJA SOFTECH PVT. LTD. may in its discretion provide refunds. By using the Site, you are accepting this Refund Policy. If you do not agree to the Refund Policy, please do not use the Site.

ENOTICE NINJA SOFTECH PVT. LTD. may amend its Refund Policy at any time by posting a revised Refund Policy on the Site, and/or sending information regarding the amendment to the email address you provide to ENOTICE NINJA SOFTECH PVT. LTD.. You are responsible for regularly reviewing the Site to obtain timely notice of such amendments. You shall be deemed to have accepted such amendments by continuing use of the Site or of your Account after such amendments have been posted or information about such amendments has been sent to you.

REFUND CRITERIA

Following are the circumstances wherein refund shall be given by ENOTICE NINJA SOFTECH PVT. LTD.:

- If we find any objectionable consequences, then the final decision will be taken by our Grievance officer, who shall approve the refund.
- If we fail to accept your entry within 10 business working days after a successful payment transaction, then we shall return the entire amount.
- Refund amount shall be repaid within 10 business working days after giving reasons and approved by the Grievance Officer.
- If due to any kind of error in the payment gateway process, the payment made by you gets deducted from your account, and we do not receive the same, we are not liable to refund the said amount. In this case, you are required to contact your Bank to reverse the said transaction.
- Status of your refund can be traced by contacting our online support.
- Refund is not acceptable in case you breach terms and conditions of present Agreement or other terms agreed by and between us.

Note: Refunds in full will be approved only through the Original Mode of Payment within 10 business working days.

REFUND REQUESTS

All requests for refunds must be sent in writing to our Grievance Officer at **support@enoticeninja.com**. The Grievance officer may deny the Refund Request if it does not meet the said requirements. If you believe charges to your account were made in error, **contact support@enoticeninja.com** within **7** days of receipt of the charge. ENOTICE NINJA SOFTECH PVT. LTD. will have no obligation to review or adjust Participation fees.

CANCELLATION

- You are solely responsible for canceling your Participation. An email request to cancel your Participation is not considered cancellation.
- You can cancel your account by emailing at below listed email id during ENOTICE NINJA SOFTECH PVT. LTD.'s normal business hours.

Email id: support@enoticeninja.com

This is the only way in which you may cancel your participation.

- If you cancel your participation 10 days before the start of our competition, your cancellation will take effect immediately and you will not be charged again, nor will you receive a refund for the unused portion of the payment period.
- ENOTICE NINJA SOFTECH PVT. LTD. in its sole discretion has the right to suspend or terminate your Participation and refuse any and all current or future participation of the contestants For any reason at any time.
- Such termination of the Service will result in the deactivation or deletion of your Entry and your access to our Event, and the forfeiture and relinquishment of all Content in your Account. ENOTICE NINJA SOFTECH PVT. LTD. reserves the right to refuse service to anyone for any reason at any time.

QUESTIONS/COMMENTS

If you have any questions or comments regarding this Refund Policy, please contact us by: **Email: support@enoticeninja.com**

Mobile no.: 8600100070