

Quantique - Terms & Conditions

This Agreement is a contract between you and Quantique Metadata Private Limited, ("Quantique") a company under the laws of India, and governs your use of all Quantique Services. Using Quantique Services means that you accept all of the terms and conditions contained in this Agreement and the Privacy Statement. You should read all of these terms carefully. We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. All future changes set out in the Policy Update already published on the "Terms & Conditions" page of Quantique website at the time you register for Quantique Services are incorporated by reference into this Agreement and will take effect as specified in that Policy Update.

We may close, suspend, or limit your access to your Account, and/or limit access to your Account if you violate this Agreement, Quantique Acceptable Use Policy, or any other agreement you enter into with Quantique Metadata Private Limited.

You are solely responsible for understanding and complying with any and all laws, rules and regulations of India that may be applicable to you in connection with your use of Quantique Services.

1. Information. In order to open and maintain an Account, you must be over the age of 18 and must provide us with correct and updated Information. Your contact information. It is your responsibility to keep your primary information such mobile number and email address up to date so Quantique can communicate with you electronically. You understand and agree that if Quantique sends you an SMS or an email communication but you do not receive it because your mobile number or primary email address on file are incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive such communications, Quantique will be deemed to have provided the communication to you effectively.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Quantique and Quantique.ai to your email address book so that you will be able to view the communications we send to you. You can update your primary email address and mobile number at any time by logging into Quantique account.

2. Description of Services. Quantique provides a marketing platform which is simple and convenient for online and offline marketing management of promotion partners of the Principal Marketer (ICICI Lombard General Insurance Pvt Ltd) to market products online and offline. All services carried out on Quantique are delivered to the customer's email or mobile address after a successful campaign. Quantique does not in any way independently verify the credentials, representations or products or services is in compliance with applicable laws.

Marketers must make themselves comfortable through information provided on the website/app as well as to their compliance with applicable laws. Quantique does not in any way guaranty the quality of any products/services or that any products/services comply with applicable laws and does not guarantee matching the products/services displayed on the site of what is actually provided to the users.

3. In addition, a promotion or campaign may represent that product preparation is in accordance with special standards. However, Quantique does not independently investigate or verify such representations. Quantique shall not be liable or responsible for any product offered by the Principal Marketer that is risk-free unhealthy, is the cause of injury, that is otherwise unacceptable to buyers or that does not meet the expectation of buyers in any manner. Buyers are solely responsible for verifying the accuracy of the product and services. and Quantique shall have no liability or responsibility for any such erroneous product/services specification.
4. Account Protection. You are solely responsible to protect your account and as such protect your password, or any other form of authentication you use to interact with Quantique Services. Should an unauthorized transaction occur on your account due to the fact that someone steals your password or you gave someone access to your Account (by giving them your login information) who then uses the password to access your Account, and conduct a transaction from your Account without your knowledge or permission, you are responsible for any resulting use.
5. Restricted Activities. In connection with your use of our website or in the course of your interactions with Quantique, other Users, or third parties, you will not:
 - a. Breach this Agreement that you have agreed to with Quantique
 - b. Violate any applicable law, statute, ordinance, or regulation;
 - c. Infringe Quantique or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - d. Act in a manner that is defamatory, trade libelous, threatening or harassing to our employees, agents or other Users;
 - e. Provide false, inaccurate or misleading Information;
 - f. Engage in potentially fraudulent or suspicious activity and/or transactions;
 - g. Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
 - h. Control an Account that is linked to another Account that has engaged in any of these restricted activities;
 - i. Disclose or distribute another User's Information to a third party, or use the Information for marketing purposes unless you receive the User's express consent to do so;
 - j. Send unsolicited email to a User or use Quantique Services to collect payments for sending, or assisting in sending, unsolicited email to third parties;
 - k. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
 - l. Facilitate any viruses, trojan horses, worms or other computer programming routines that

may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information;

m. Use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission;

n. Use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or Quantique Services;

o. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers.

6. Your Liability – Actions We May Take.

6.1 Your Liability. You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by Quantique, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use Quantique Services. You agree to reimburse Quantique

a. User, or a third party for any and all such liability.

6.2 Actions by Quantique– Restricted Activities. If Quantique, in its sole discretion, believes that you may have engaged in any restricted activities, we may take various actions to protect Quantique, other third parties or you from reversals, claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

a. We may close, suspend, or limit your access to your Account or Quantique Services; and

b. We may refuse to provide Quantique Services to you now and in the future.

c. 7.4 Actions by Quantique– Account Closure, Termination of Service, Limited Account Access;

6.3 Confidential Criteria. Quantique, in its sole discretion, reserves the right to terminate this Agreement and/or access to Quantique Services for any reason and at any time. If we limit access to your Account, we will provide you with notice of our actions, and the opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that Quantique's decision to take certain actions, including limiting access to your Account, placing holds, may be based on confidential criteria that is essential to our management of risk, the security of Users' Accounts and Quantique system. You agree that Quantique is under no obligation to disclose the details of its risk management or its security procedures to you.

General Terms.

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7. Limitations of Liability. IN NO EVENT SHALL WE, OUR PARENT, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES OR SUPPLIERS BE LIABLE FOR LOST PROFITS, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF DATA OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, QUANTIQUE SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) UNLESS AND TO THE EXTENT PROHIBITED BY LAW OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS

LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

8. No Warranty. SUBJECT TO APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, QUANTIQUESERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY CONDITION, REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. Quantique.ai Private LTD, OUR OFFICERS, DIRECTORS, AGENTS, JOINT VENTURES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED CONDITIONS OR WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Quantique does not guarantee continuous, uninterrupted or secure access to any part of Quantique Services, and operation of our site may be temporarily suspended for maintenance or upgrade or interfered with by numerous factors outside of our control. Quantique will make reasonable efforts to ensure that requests for electronic debits and credits involving payments are processed in a timely manner but Quantique makes no representations or warranties regarding the amount of time needed to complete processing because Quantique Services are dependent upon many factors outside of our control, such as delays in the banking system.
9. Indemnification. You agree to defend, indemnify and hold Quantique, and our officers, directors, agents, joint ventures, employees and suppliers harmless from any claim, demand (including attorneys' fees), fine, or other liability incurred by any third party due to or arising out of your or your employees' or agents' breach of this Agreement and/or use of Quantique Services.
10. General. You agree that you will not use the Account to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:
 - a. belongs to another person to which you do not have any right to;
 - b. Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - c. harms minors in any way;
 - d. Infringes any intellectual property in any manner;
 - e. contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its web-sites, any software or hardware, or telecommunications equipment;
 - f. interferes with or disrupts the Account, Quantique's Services or any of Quantique's other websites, servers, or networks;
 - g. impersonate any other person;
 - h. falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material or deceive or mislead the addressee about the origin of any messages or communicate any information which is grossly offensive or menacing;
 - i. forge headers or manipulate identifiers or other data in order to disguise the origin of any

content transmitted through any web sites; and

j. engage in any illegal activities or breach laws or regulations;

11. Calls to You; Mobile Telephone Numbers. By providing Quantique a telephone number (including a mobile telephone number), you consent to receiving calls and text messages including auto-dialed and pre-recorded messages from Quantique at that number.
12. Password Security. You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access Quantique Services.

Quantique endeavours to ensure the accuracy of the information about the products and services. Some actual product materials may contain more and/or different information which may include risks of intended use/warning/directions etc. We recommend the consumers to always read the product or service specifications carefully before using or consuming any products or services. Please do not solely rely on the information provided by Quantique. For additional information, please contact the Principal Marketer.