

Terms & Conditions

By accessing and using our website (“Site”), or by downloading any material here from, or by using any of our services, you agree to enter into this legally binding agreement with KineticCodes Technologies Private Limited (“KC”, “We”, “Us”, “Our”). You hereby agree to abide by the terms & conditions mentioned herein under. If you do not agree to be bound by these terms & conditions, we shall be absolved from any liability, completely and absolutely.

These terms & conditions may be modified, from time to time, without any prior written notice. However, upon such modification, you and your use of our Site and services shall be governed by the revised terms & conditions. Therefore, we recommend that you regularly check these terms & conditions and remain updated.

Our obligations towards you shall be governed by these terms & conditions, privacy policy, and any service agreement that may be executed between us and you, from time to time.

General Terms of Use

KineticCodes Technologies Private Limited is an India IT services company registered and incorporated under the provisions of the Companies Act, 2013. We provide Software Development, Web Development, UI/UX Design, Mobile Application Development, Artificial Intelligence & Machine Learning, and IT Consultancy Services. Our normal business days are Monday to Friday. All Sundays and Gazetted Holidays as notified by the Central Government of India shall also be a holiday for us.

The information provided on our Site or while interacting with us for our services is not intended for public distribution in any jurisdiction or country, where such distribution would be classified as illegal or contrary to the law for the time being in force.

We shall not be liable for any loss, damage, suit, action, or claim that may arise due to any unauthorized use of our information by you. In case, any such loss, damage, suit, action, or claim arises, you hereby agree to indemnify us and our Directors for the same.

Please note that this Site is intended for use by business entities and individuals above the age of 18 years. We shall not be legally liable to any individual who is below the age of 18 years and registers for our Site or services.

If you express an interest in our services, our employees or representatives will get in touch with you to discuss your requirements and brief you about the service packages that we offer. Kindly note that these employees/representatives are not authorized to provide you with a time and cost estimate.

KineticCodes will not be legally bound by the unauthorized estimates provided to you. The sole authority for providing these estimates is with our Directors or such other employee as may be authorized in this regard by the Directors.

Further, neither our employees/contractors/interns nor our clients/business affiliates will be permitted to enter into any business or employment engagement, for a period of at least three (03) years. If you are found to be in violation of this clause, we shall be entitled to seek such legal action, against you, as we deem fit, in accordance with the applicable laws. You will also

be liable to provide us with damages equivalent to one (01) year's consideration you may provide to such solicited employee/contractor/intern.

Terms for Site Usage

The access to our Site is free of cost. We will neither charge nor demand any payment from you for visiting or browsing our Site. However, you shall be liable to pay the agreed upon costs if you purchase any of our services, either directly or through our Site.

The pages of our Site are for providing general information to our visitors and clients. This information may be changed by us without prior written notice.

We hereby declare that we do not provide any warranty or guarantee regarding the accuracy, timelines, performance, completeness or effectiveness of the information and other data that is found or offered through our Site. We shall not be liable in case the information provided is found to be inaccurate, in error, defective or faulty.

In case, you do decide to engage our services, the specifics regarding the services shall be governed by a separate service agreement that may be executed between us and you.

We might over time link third-party websites to our Site. You may access or visit these websites by clicking on their links. However, you shall access these websites at your own risk. KC shall not be liable for any loss, damage, or data breach that you may sustain from your use of these third-party websites.

You shall access the Site and use our services for the purpose for which this Site and our services are made available. You shall not use our Site and utilize our services for any commercial purposes except for those that are specifically endorsed or agreed upon between us.

As a visitor of our Site and user of our services, you hereby agree not to –

- i. Imply to any third party or regulatory authority that you are an agent or partner of KC.
- ii. Imply to a third party that there exists a contractual relationship between you and KC.
- iii. Furnish to us any information which is false or which you have reason to believe that it is likely to be false.
- iv. Disclose or commercially transact any information or data that you obtain from us or our Site.

In case, you are in breach of the aforesaid terms, your use of our Site and services shall be classified as “unauthorized use” and we shall be entitled to initiate appropriate civil or criminal action against you as per the applicable laws.

Your Representations & Warranties

You hereby represent and warrant to us that:

- i. Any and all information and data that you provide to us will be true, accurate, and complete in all respects.
- ii. You have the authority to disclose the said information to us.
- iii. You will maintain the accuracy of the provided information for the term of your relationship with us and shall promptly update the same whenever necessary.

- iv. The login credentials of your account with our Site shall be kept confidential and shall only be utilized by you or your authorized representatives.
- v. You are legally entitled to visit our Site, avail our services, and furnish the required information.

If at any time, we discover that any of the aforesaid representations & warranties have been breached by you, we shall be entitled to terminate or suspend your access to our Site and services. This shall be in addition to any legal action that we may be entitled to take under any law for the time being in force.

We specifically disclaim ourselves from liability that may arise due to you furnishing incorrect or inaccurate information to us.

Intellectual Property Rights

All intellectual property rights with respect to our Site, our logo, Site's text, information, design, graphics, or other content is the sole and absolute property of KC. You may not modify, copy, reproduce, use, upload, post, transmit, download or distribute, any of the aforesaid, in any matter whatsoever.

Any unauthorized use of the above-mentioned intellectual property shall constitute infringement thereof and we shall be entitled to initiate such legal action against you as we deem fit.

KC also respects any intellectual property rights that you may have in your original works. If you believe that any information provided on our Site is in violation of your rights, kindly right to us with evidence at complaints@kineticcodes.com.

Advertisements

We may display advertisements on our sponsorships. The visitors and users are warned that KC shall not be liable for the veracity of these advertisements. If you click on these advertisements and are re-directed to a third-party website, you shall be governed by their terms & conditions, privacy policy, and other disclaimers.

The advertisers are also advised to ensure that the material you submit for advertisement on our Site is compliant with the applicable domestic and international laws. We shall not be liable for any error, illegality or inaccuracy of the advertising material.

Compliance

We have attempted to create a Site and render services which are legally compliant with applicable international laws. However, we not absolutely warrant that the information provided by us on our Site shall be legally compliant in the domestic jurisdictions of all our clients or visitors.

International visitors and clients (non-Indian citizens and entities) are hereby informed that you shall be liable to ensure that your use of our Site and services is in compliance of your applicable domestic laws.

If at any time, you realize that your access or use of our Site or services is in non-compliance of any applicable laws, you will immediately exit the website and discontinue our services. We

shall not be liable for such non-compliance or for indemnifying you for any suit, action or claim that your domestic government or regulatory authority may initiate against you.

Indemnification

Except as provided in these terms & conditions, our privacy policy or any agreement that may be executed between us (if any), we shall not be liable to indemnify and hold you harmless for any loss, damage, action, suit or claim that may be suffered by you or instituted against you for any reason arising out of your access or use of our Site and/or services.

However, where we suffer any loss or damage or any suit, action or claim is instituted against us, for your acts or omissions, contrary to the provisions of these terms & conditions and privacy policy, you shall hold us harmless and indemnify us for the same.

Dispute Resolution and Governing Law

These terms & conditions and your access/use of our Site and/or services shall be subject to the applicable laws of Republic of India.

In case any dispute or claim arises out of your use of our Site and/or services, you shall write to us at complaints@kineticcodes.com. We will attempt to resolve the same within a period of thirty (30) days from the date of arising of such dispute.

In case, the dispute is not resolved within the aforesaid period, the dispute may be referred to arbitration, by a Sole Arbitrator, appointed by KC. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996, and any amendments thereof. The language of arbitration shall be English and the seat of arbitration shall be Prayagraj, Uttar Pradesh. The expenses for the arbitration shall be equally borne by the KC and you.

The competent courts of Prayagraj, Uttar Pradesh shall have exclusive jurisdiction over our Site and our services and any dispute with respect to the same shall be referred to such courts.