

User Terms & Conditions

In these terms & conditions:- "TTC" means Technical Training Centre.

If you are reading this it means you are interested to know more about company terms. That's why our management has developed these terms and conditions and other associated pages to express our firm commitment to aid our users better understand how to use or access our company website/mobile application and associated links. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of domain name [www.fixflexttc.in] ("Website"), including the related mobile site and mobile application (herein after referred to as "Platform") The Platform is owned by Fix Flex Maintenance Private Limited a company incorporated under the Companies Act, 1956 with its registered office at Bhagalpur.

Your use of the Platform and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Platform including the applicable policies which are incorporated herein by way of reference. If you transact on the Platform, You shall be subject to the policies that are applicable to the Platform for such transaction. By mere use of the Platform, You shall be contracting with Fix Flex Maintenance Private Limited and these terms and conditions including the policies constitute your binding obligations, with TTC.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer/service user on the Platform by providing Registration Data while registering on the Platform as Registered User using the computer systems. TTC allows the User to surf the Platform without registering on the Platform. The term "We", "Us", "Our" shall mean Fix Flex Maintenance Private Limited.

Use of Services

We have a list of services which are provided by the service provider where as we have categorised the services under three main categories. Services under General and Exclusive and Social Services we have listed a number of service provider where you can directly contact them according to your requirement. If any issue arises during the service or the service provider is not willing to take the services, user of TTC has the right to opt another service provider or write to us. TTC is not responsible for any losses caused by service provider to the users, but we will communicate both the parties (user and service provider) and try to resolve the problem on ground basis.

Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer from unauthorized access to your account. You

agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorized manner. Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the Your Account area of the website. You agree and acknowledge that you will use your account on the website for services and products only for your personal use and not for business purposes. TTC reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

1. Your Account

Systematic retrieval of TTC content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from TTC is prohibited.

In addition, use of the content for any purpose not expressly permitted in this Agreement is prohibited and may invite legal action. As a condition of your access to and use of TTC's Services, you agree that you will not use the website service to infringe the intellectual property rights of others in any way. TTC reserves the right to terminate the account of a user(s) upon any infringement of the rights of others in conjunction with use of the TTC service, or if TTC believes that user(s) conduct is harmful to the interests of TTC, its affiliates, or other users, or for any other reason in TTC's sole discretion, with or without cause.

2. Privacy

Please review our Privacy Notice, which also governs your visit to TTC, to understand our practices. The personal information / data provided to us by you during the course of usage of TTC will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website or mobile application.

3. E-Platform for Communication

You agree, understand and acknowledge that the website is an online platform that enables you to use our services listed on the website at the price indicated therein at any time from any location in bhagalpur. You further agree and acknowledge that TTC is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the website. Accordingly, the contract of use of services on the website shall be a strictly bipartite contract between you and the service provider on TTC.

4. Access to TTC

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs,

maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

5. Licence for website access

Subject to your compliance with these Conditions of Use and payment of applicable fees, if any, Fix Flex Maintenance Private Limited grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Fix Flex Maintenance Private Limited and / or its affiliates, as may be applicable. This license does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of Fix Flex Maintenance Private Limited and / or its affiliates, as may be applicable.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of fixflexttc.in and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Fix Flex Maintenance Private Limited's or its affiliates' names or trademarks without the express written consent of Fix Flex Maintenance Private Limited and / or its affiliates, as applicable. Any unauthorized use terminates the permission or license granted by Fix Flex Maintenance Private Limited and / or its affiliates, as applicable.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of fixflexttc.in as long as the link does not portray Fix Flex Maintenance Private Limited, fixflexttc.in, their affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any fixflexttc.in logo or other proprietary graphic or trademark as part of the link without express written consent of Fix Flex Maintenance Private Limited and / or its affiliates, as may be applicable.

6. Your Conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not TTC, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for any of the following:

For fraudulent purposes, or in connection with a criminal offense or other unlawful activity to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to

minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam to cause annoyance, inconvenience or needless anxiety.

7. Reviews, comments, communications and other content

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. TTC reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgment of TTC violates these Conditions of use and, or terminate your permission to access or use this website.

If you do post content or submit material, and unless we indicate otherwise, you

(a) grant Fix Flex Maintenance Private Limited and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sub licensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and (b) Fix Flex Maintenance Private Limited and its affiliates and sublicenses the right to use the name that you submit in connection with such content, if they choose. You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Fix Flex Maintenance Private Limited, including the execution of deeds and documents, at its request. You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to TTC: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable TTC. Policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify Fix Flex Maintenance Private Limited and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

8. Claims against Objectionable Content

Because TTC lists number of services offered by service provider on the website and it is not possible for us to be aware of the contents of each listed items , or each comment or review that is displayed. Accordingly, TTC operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money

laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, (" Objectionable Content "), please notify us immediately by following our Complain and Procedure for Making Claims of Right Infringements. Once this procedure has been followed, fixflexttc.in will make all reasonable endeavors to remove such Objectionable Content complained about within a reasonable time.

9. Copyright, authors' rights and database rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Fix Flex Maintenance Private Limited, its affiliates or its content suppliers and is protected by India copyright and database right laws. The compilation of all content on this website is the property of Fix Flex Maintenance Private Limited and its affiliates and is protected by laws of India and database right laws. All software used on this website is the property of Fix Flex Maintenance Private Limited, its affiliates or its software suppliers and is protected by India and international copyright and author' rights laws.

You may not systematically extract/ or re-utilize parts of the contents of the website without Fix Flex Maintenance Private Limited and / or its affiliates (as may be applicable) express written consent. In particular, you may not utilize any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilization of any substantial parts of this website, without Fix Flex Maintenance Private Limited and / or its affiliates (as may be applicable) express written consent. You may also not create and/ or publish your own database that features substantial (e.g.: prices and product listings) parts of this website without Fix Flex Maintenance Private Limited and / or its affiliates (as may be applicable) express written consent.

10. Intellectual Property Claims

Fix Flex Maintenance Private Limited and its affiliates respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please follow our Complain and Procedure for Making Claims of Right Infringements.

11. Trademarks

fixflexttc.in/company logo and service/product names are the trademarks or trade dress of TTC. TTC trademarks and trade dress may not be used in connection with any product or service that is not TTC, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits TTC. All other trademarks not owned by TTC that appear on this website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by TTC.

12. Disclaimer

You acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the website. You further acknowledge and undertake that you will use the website to order products only for your personal use and not for business purposes. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or

warranties by the sellers or manufacturers of the products nor hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between you and the sellers or manufacturers of the products.

We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or transacted or the content (including product or pricing information and/or specifications) on the website. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of products), software, products, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any products on the website. At no time shall any right, title or interest in the products sold through or displayed on the website vest with TTC nor shall TTC have any obligations or liabilities in respect of any transactions on the website.

13. Indemnity and Release

You shall indemnify and hold harmless Fix Flex Maintenance Private Limited, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release Fix Flex Maintenance Private Limited and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise.

14. Children

Use of TTC is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use TTC only with the involvement of a parent or guardian.

15. Other Businesses

Parties other than Fix Flex Maintenance Private Limited and its affiliates may operate stores, provide services, or sell product lines on TTC. For example, businesses and individuals offer products via Marketplace. In addition, we provide links to the websites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. Fix Flex Maintenance Private Limited does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use.

16. Communications

When you visit TTC, you are communicating with us electronically. You will be required to provide a valid

phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting Complain on the website or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the website and/or your order placed on the website.

17. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.

18. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

19. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

20. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

21. Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Bhagalpur.

22. TTC Software Terms

In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with TTC Services (the "TTC Software").

TTC Software Terms

Use of the Fix Flex Software

You may use our Software solely for purposes of enabling you to use and enjoy our Services as provided by TTC, and as permitted by the Conditions of Use, these Software Terms and any Terms. You may not incorporate any portion of our Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend,

loan, distribute or sub-license the TTC Software or otherwise assign any rights to our Software in whole or in part. You may not use our Software for any illegal purpose. We may cease providing any use of our Software and we may terminate your right to use our Software at any time. Your rights to use our Software will automatically terminate without notice from us if you fail to comply with any of these TTC Software Terms, the Conditions of Use or any other Terms. All software used in any TTC Service is the property of TTC and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

2. Use of Third Party Services

When you use the TTC Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

3. No Reverse Engineering

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Fix Flex Software, whether in whole or in part, or create any derivative works from or of the TTC Software. Updates In order to keep the TTC Software up-to-date, we may offer automatic or manual updates at any time and without notice to you. Conditions of Sale (between Sellers and the Customer)

Please read these conditions carefully before placing an order for any products with the Sellers ("We" or "Our" or "Us", wherever applicable) on the TTC (the website). These conditions signify your agreement to be bound by these conditions.

In addition, when you use any current or future TTC services, you will also be subject to the terms, guidelines and conditions applicable to that service ("Terms"). If these Conditions of Sale are inconsistent with such Terms, the Terms will control.

This section deals with conditions relating to the sale of products on the website by us to you.

2. Our Contract

Your order is an offer to us to buy the product(s) in your order. When you place an order to purchase a product from us, you will receive an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when the product is dispatched to you and an e-mail confirmation is sent to you that the product has been dispatched to you (the "Dispatch Confirmation E-mail"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between you and us for the product(s) specified in that Dispatch Confirmation E-mail.

Your contract is with us (the Sellers) and you confirm that the product(s) ordered by you are purchased for your internal / personal purpose and not for re-sale or business purpose. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website.

You can cancel your order for a product at no cost any time before we send the Dispatch Confirmation

E-mail relating to that product.

Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

4. Pricing and availability

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by e-mail if any products you order turn out to be unavailable.

For more details, please review our Pricing policy and our Availability Guide, both of which apply to products ordered from us. All prices are inclusive of VAT/CST, service tax, Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.

5. Taxes

You shall be responsible for payment of all fees/costs/charges associated with use of services and the purchase of products from us and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses etc.

6. Children

Use of TTC is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may purchase only with the involvement of a parent or guardian.

7. Communications

When you visit TTC, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

8. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when a contract for the sale of goods by us to you was formed.

9. Alteration or Amendments to the Conditions

We reserve the right to make changes to our policies, and these Conditions of Sale at any time. You will be subject to the policies and Conditions of Sale in force at the time you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid,

void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

10. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

11. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

12. Governing Law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India.