# Terms and Conditions for Kohinoor Trade

Effective Date: 07/01/2025

## Introduction

Welcome to Kohinoor Trade, a proprietary software application owned and operated by Avinix Solutions. These Terms and Conditions constitute a binding legal agreement between you ('User') and Avinix Solutions regarding the use of the Kohinoor Trade platform ('Software'). By accessing, installing, or using the Software, you irrevocably accept and agree to adhere to these Terms in their entirety. If you do not consent to these Terms, you must immediately cease usage and uninstall the Software.

## Definitions

Software: The Kohinoor Trade application, including its website, associated APIs, and all ancillary services provided by Avinix Solutions.

User: Any individual, entity, or organization that registers, accesses, or utilizes the Software for any purpose.

Content: Any and all information, data, documents, media, or material uploaded, transmitted, or generated by the User through the Software.

Services: All tools, features, and functionalities provided within the Software, including but not limited to professional diamond trading, inventory management, and analytical capabilities.

## Acceptance of Terms

Binding Agreement: By using the Software, you represent that you possess the legal capacity and authority to enter into these Terms.

Amendments: Avinix Solutions reserves the unilateral right to modify, revise, or amend these Terms at its sole discretion. Any such changes shall be deemed effective upon notification via electronic communication or publication on the Software. Continued usage post-modification constitutes irrevocable acceptance of the amended Terms.

## User Obligations and Conduct

Account Information: Users must provide and maintain accurate, complete, and current information during registration. Avinix Solutions disclaims liability for losses incurred due to false or outdated User information.

Prohibited Behaviors: Users are expressly forbidden from engaging in activities that include, but are not limited to, fraud, hacking, unauthorized data scraping, disseminating malware, or any action deemed detrimental to the security, functionality, or reputation of the Software.

Legal Compliance: Users agree to use the Software solely for lawful purposes and in compliance with all applicable laws, statutes, and regulations, whether local, national, or international.

## Fees, Payments, and Refunds

Subscription Fees: Certain premium features of the Software may require pre-payment of subscription fees as specified during registration or subsequent upgrades. Such fees are exclusive of applicable taxes unless explicitly stated otherwise.

Nonpayment: Non-payment or unauthorized reversal of charges shall result in immediate suspension or termination of User access to the Software.

Refund Policy: All payments are final and non-refundable unless otherwise mandated by applicable law.

## Intellectual Property Rights

Ownership: Avinix Solutions retains exclusive ownership rights to all intellectual property associated with the Software, including but not limited to source code, user interface design, and underlying algorithms.

Restricted Use: Users are strictly prohibited from duplicating, reverse-engineering, decompiling, or otherwise attempting to derive the source code of the Software without prior written consent.

## Indemnification

User Liability: Users agree to indemnify, defend, and hold harmless Avinix Solutions, its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, and expenses (including reasonable attorney fees) arising from User’s violation of these Terms, misuse of the Software, or infringement of third-party rights.

## Data Privacy and Security

Data Protection: Avinix Solutions implements industry-standard measures to safeguard User data; however, it disclaims liability for data breaches arising from force majeure events, cyber-attacks, or User negligence.

User Consent: By using the Software, Users consent to the collection, storage, and processing of their data in accordance with Avinix Solutions' Privacy Policy.

## Disclaimers and Limitation of Liability

As-Is Basis: The Software is provided on an 'AS IS' and 'AS AVAILABLE' basis, without warranties of any kind, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

Limitation of Liability: Under no circumstances shall Avinix Solutions be liable for indirect, incidental, special, punitive, or consequential damages arising from or related to the use of the Software.

## Termination and Suspension

Termination by User: Users may terminate their accounts by providing written notice to Avinix Solutions. Termination does not absolve the User of any outstanding financial obligations.

Termination by Provider: Avinix Solutions reserves the right to terminate or suspend User access to the Software immediately and without prior notice for breaches of these Terms or any activity deemed harmful to its interests.

## Governing Law and Jurisdiction

Applicable Law: These Terms shall be governed by and construed in accordance with the laws of the Republic of India, without regard to its conflict of law principles.

Dispute Resolution: Any disputes arising from these Terms shall be resolved exclusively through arbitration administered under the rules of the Indian Arbitration and Conciliation Act, with the venue of arbitration being Surat, Gujarat.

## Contact Information

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