

Terms & Conditions

Dear Subscribers,

Welcome to *astTECS Cloud Services.

*astTECS Cloud Services offering a wide range of business telephony services. *astTECS with its expertise in serving telephony requirements brings the power of cloud computing and mobility to make solution available for all size of businesses and offices.

*astTECS provides all its services subject to the terms and conditions ("Terms" or "Agreement"). When we refer to our "Services" in these Terms, we mean to include all our services which include Bulk voice blasting, IVR services (outbound and inbound) along with cloud telephony solutions with add-ons and other obvious inclusions.

To be eligible to register for a astTECS Cloud Services, you must review and accept the terms of this Agreement by clicking on the "I Accept" button via the available options integrated.

Please read these terms/agreements carefully as once accepted, these terms become a legal commitment between you and *astTECS Communication Pvt. Ltd. If you do not agree with these terms/agreements then avoid clicking on the "I Accept" button and you should not use services offered by *astTECS Communications Pvt. Ltd. Under these circumstances, we request you to approach us directly, so that we can understand your requirement in detail, and recommend a solution that may fulfill your business requirements.

Terms & Conditions

In terms of the Information Technology Act, 2000, this document is an electronic record generated by a computer system and it does not require any physical or digital signatures.

This document is published in accordance with the provisions of applicable laws and regulations which require publishing the rules, regulations, privacy policy and terms & conditions for access or usage of astTECS Communications Pvt. Ltd (Bangalore, India).

The website <http://www.astTECS.com> is owned and operated by astTECS Communications pvt. ltd., a company incorporated under The Companies Act, 1956 (No. 1 of 1956) and that the company is Private Limited, having its Corporate office at *KR Layout, Domlur, Bangalore, India*.

Terms "You" or "User", whenever the context so requires, for the purposes of these Terms, shall mean any natural or legal person (defined hereinafter) who may create by registration account on this Website or agree to avail our Services through this website URL, or

otherwise access our Website.

The expressions “We”, “Us”, “Our”, “Website” shall mean *astTECS or its affiliates or agents or partners.

*astTECS is engaged in the business of information and technology services and is the owner of inherently developed in-house software and original business methods related to cloud communication services. *astTECS uses its applications and business methods to provide IT solutions related to cloud communication products including but not limited to *astTECS. *astTECS operates various websites and other services including but not limited to delivery of information and content via any mobile or internet-connected device or otherwise (collectively the “Services”).

These terms and conditions (“Terms”) apply to your use of this Website. You agree to be bound by these Terms by accessing or using this Website. You may create your account by registration on this Website and/or purchase or avail of any product or service available through this Website, as governed by these Terms. We reserve the sole right of updating these Terms from time to time without any prior notice. Your continued use of the Website post any such update to these Terms would be an agreement to acceptance on your part to the revisions made herein and you are thus giving your consent for these.

General Working and User Registration

*astTECS is a cloud-based unified communication platform often described as cloud telephony, virtual telephony, value-added service, virtual receptionist, Automated outbound voice technology, on-premise hybrid etc. Our prime goal is to help businesses, SMEs, organizations groups or individuals to manage the business.

Users who are competent to contract under the Indian Contract Act, 1872, are eligible to register themselves as members on this Website and can avail of our Services. Persons who are competent to contract would mean and include every person who, (i) has completed 18 years of age (as per The Indian Majority Act, 1875); (ii) is of sound mind; and (iii) not disqualified from contracting by any law for the time being in force in India.

It is required for you to visit URL and register on the Website by feeding certain personal details and you agree to provide accurate, true, present and complete information about yourself as in the registration form. If you provide untrue, inaccurate, not current or incomplete information, or We have reasonable grounds to suspect that you have provided such information, then the Website may (in addition to any other rights or remedies available to us) reject the registration, leading to suspension of access to all current or future use of the Website and the services (or any portion thereof) permanently without any prior notice. When you sign-up, you will share your personal information via registration automatically

which will be stored in our database which will be maintained and used in accordance with the Privacy Policy.

For availing services, the User shall submit CRFs and identification documents as proof of their personal and business identity and this will be as regulated by the Department of Telecommunications, Govt. of India. The documents MUST be submitted for approval and post-approval the services will be activated. Failure to provide these documents within the stipulated timeline will lead to suspension of services and further delay might lead to the termination of services. The documents hard copies must be delivered by you. In such case of termination, we will not be liable for any refund, either in full or in part, to the User.

Activation & Termination of Services:

As soon as the documentation part is clear the services will be activated without any further delay. The documentation submission and approval would be considered on business days only.

We reserve all rights to suspend, terminate or deny your access to the services without any prior notice, for any possible reason including violation of Terms. In case termination/suspension/denial of access is due to non-payment or late renewals then too we will not be held liable for the same.

Privacy Guidelines

For the user registration process, you will be required to choose a strong password and you shall provide correct information on our website while creating your account. You will be responsible to maintain the confidentiality of your password. We reserve all rights to access, share, communicate, convey, and disseminate some or all of the customer-specific information to the extent it is permissible under the applicable laws in India, in order to provide better services to the Users. We make sure to store and protect your personal information which includes sensitive financial information, if collected, by employing adequate and reasonable security measures in accordance with Information Technology Act, 2000 and the Rules thereunder.

Access Rights to Content

A variety of information, text, graphics, data and other materials ("Content") is available on the website. The content available on the Website shall be used solely for your non-commercial use and/or to benefit from the products, services intimated on the website. No right, title or interest in any content is transferred to you, whether as a result of downloading or reproducing such content or otherwise. The website reserves complete ownership, title and full intellectual property rights in all Content uploaded by Us. Except as expressly authorized by these Terms, you may not use, alter, copy, distribute, transmit, or derive

another work from any Content obtained from the Website or the service. Complete ownership, title and full intellectual property rights in all works/content uploaded by any user on the website belongs to such user.

The website grants you nonexclusive, non-transferable, revocable, limited rights to view the content retrieved from the website only for your personal, non-commercial use, provided that you do not remove or obscure any copyright notice, trademark notice, or other proprietary rights notices displayed on or in conjunction with the Content. You may not use any content available via the website in any other manner or for any purpose without the prior written permission of the website. All rights not expressly granted in these Terms are expressly reserved to Us.

*astTECS may at any time modify, discontinue, or suspend its operation of this website, or any part thereof, temporarily or permanently, without notice to you.

Exit Policy and Transfer of Ownership of the Display Number

In case the contract between us and the user has expired and the user decides not to renew the contract or extend services, *astTECS will be in charge of keeping the numbers that is offered as the service during the tenure. This number can later be offered to any other client to be used for dialing or receiving the calls.

Intellectual Property Rights

This website is owned by *astTECS. All rights to, title and interest in the content available on/ via the website, the website's look and feel, the designs, trademarks, service marks, and trade names displayed on the website, and the website URLs, are the property of *astTECS or its licensors and are protected by copyrights, trademarks, patents, or other proprietary rights and laws.

The website and the content are protected by copyright laws and belong to us or its partners, affiliates or contributors. The copyrights in the content are owned by us or other copyright owners who have authorized their use on the website. You may not manipulate or alter the images or other content on the website in any way.

Prohibited Use of the Website

- Not to use our website in such a way that disrupts, interferes with or restricts the use of our site by other users;
- Not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of our website; and

- Not to change, modify, delete, interfere with or misuse data contained on our site and entered by or relating to any third-party user of our website.
- Material contained in our site must not be reproduced or exploited for commercial gain. All other rights are reserved and users must seek our permission before making any other use of material contained on our website.
- **Not to use the website and its solutions for purposes that are unlawful or prohibited under law. The user acknowledges that the IT Solutions include the use of telephonic resources and thereby are required to use them in compliance with applicable laws and regulations of the Telecom Regulatory Authority of India and the Department of Telecommunication.**
- Not to use the website in any manner that may damage, disable, overburden, or impair any of the services of *astTECS.

Communication, Indemnity & Disclaimer of Warranties and Liability

Users will be required to register their valid phone numbers and e-mail addresses to facilitate any sort of communication via email or phone call. We may also use your e-mail address to send you updates, newsletters, changes to features of the service, and the like to provide you better services.

You agree to indemnify, defend and hold harmless *astTECS and its affiliates, agents, employees, directors, officers, agents, vendors and suppliers from and against any liability, losses, claims, damages, demands, investigations, inquiries, suits, costs and expenses (including legal fee and costs incidental thereto) asserted against or incurred by *astTECS that arise out of or otherwise relating to your use of the website, including without limitation any obligation to be performed by you pursuant to these Terms. Further, you agree to hold *astTECS harmless against any claims made by any third party due to or arising out of or otherwise relating to your use of the website, any claim arising out of damage caused to a third party by you, breach of these Terms by you, or your violation of any rights of another, including any intellectual property rights.

Notwithstanding anything to the contrary, Our entire liability towards You under these Terms or otherwise shall only be in connection with a refund of the money charged from you for any particular product or service, under which the unlikely liability arises.

You understand and acknowledge that you are availing of our services and transacting on our website at your own risk. We shall neither be liable nor responsible for any actions or inactions of the user. We further expressly disclaim any warranties, conditions,

representations and stipulations (express or implied) in respect of quality, reliability, accuracy, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products displayed or transacted on our website.

Data Retention and Discarding Policy

This Policy is to ensure that necessary records or documents are adequately protected and maintained and to ensure that records that are no longer needed by *astTECS or are of no value are discarded at the proper time. The applicable schedule may vary depending on the type of record. This Policy was approved by our IT team for the smooth functioning of our services. In case your service plan gets expired then we expect the customer to take a full backup of all reports/recordings at the time of plan expiry. Further *astTECS will not be liable for any data loss after the retention period is over.

If you have not opted for the data protection pack then the data responsibility will be solely yours. We ensure 99.9% protection but there are chances of 0.01% data loss probability.

Following are the updated retention periods:-

Record Type	Retention Period
CSV/Text Based Reports	30 Days
Audio/Video Recordings	30 Days

Limitation of Liability

The website and its affiliates or partners take no responsibility for any consequence relating directly or indirectly to any action or inaction taken based on the content available on the website. You must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. You specifically acknowledge that the website and its affiliates or partners are not liable for any defamatory, offensive or illegal conduct by the user or any third party. Additionally, in no event, the website will or its affiliates or partners be liable for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, any loss of use, loss of profits, loss of data, cost of procurement of substitute products or services, or any other such damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise resulting from the use of, or the inability to use the website or its content; the cost of procurement of substitute services, provided by the website; unauthorized access to or alteration of your transmissions or data; the statement or conduct of any third party on the website; or any other matter relating to the website. These limitations will apply whether or not the website has been advised of the

possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

Disclaimer & Waiver

No warranties are made that the website will meet your requirements, or that access to the Website will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. The website makes no warranties as to the accuracy, or reliability of any information provided through the Website.

Any failure on our part to exercise any provision or right under these Terms, shall not constitute a waiver by us of that provision or right.

Governing Law and Dispute Resolution

The present Terms shall be governed and construed in accordance with the laws of India, without regard to its conflict of law provisions. All disputes shall be decided by a single arbitrator mutually appointed by both parties. In case the parties cannot mutually nominate an arbitrator, the arbitrator's appointment shall be governed in accordance with the Arbitration and Conciliation Act 1996, amendment act (2015) or any statutory enactment thereof. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of the arbitration award; the award of which is binding on both parties. All administrative fees and expenses of arbitration will be divided equally between You and Us. In all arbitrations, each party will bear the expense of its own lawyers and preparation. The seat of arbitration shall be as per the mutual understanding of both parties and all proceedings shall be conducted in English.