

Maven Terms of Service

In accessing and using the Maven Service hosted at ([https://\[XYZ\].glaucuslogistics.com](https://[XYZ].glaucuslogistics.com)) (the **“Service”**) as a customer or as a Beta tester, You are agreeing to the following terms and conditions and the Maven Terms of Service and the Maven Privacy Policy (collectively, the **“Agreement”**).

By creating an account and by your continued use of the Maven Service you provide your consent to any future changes in the Maven Privacy Policy and in the Maven Terms of Service. Maven is wholly owned by Glaucus Logistics Private Limited a company duly incorporated under laws of India and with its registered address at Muskaan, Plot #3, Sector B-2, Vasant Kunj, New Delhi – 110070 (the **“Company”** or **“Glaucus”** or **“We”** or **“Our”** or **“Us”**). This Agreement constitutes an agreement between You and Glaucus governing Your use of the Service.

This Agreement only governs the use of Service. Glaucus also provides other services to its clients and if You are a user of any other such service then the terms of such services will be governed by a separate agreement.

This Agreement supersedes any prior written or verbal agreements between You and Glaucus (including but not limited to any previous version of this Agreement). Glaucus reserves the right to update or change this Agreement without notice. Any new features that augment or enhance the current Service, including the release of new tools or resources, shall be subject to this Agreement and the failure of Glaucus to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Violation of any of the terms below may result in the suspension or termination of Your Account or License to use the Service. While Glaucus prohibits unauthorized conduct as indicated below, You may be exposed to such materials and You agree to use the Service at Your own risk and Glaucus shall not be liable in such event.

1. Definitions

- **“Intellectual Property Rights”** means patents, patentable rights, copyright, design rights, software code, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register the same (present, future and contingent), and including all renewals, extensions, revivals and all accrued rights of action);
- **“Insolvency Event”** means circumstances under which a party (i) has a receiver or similar officer appointed over all or a substantial part of its assets or undertaking; (ii) passes a resolution for winding-up (other than a winding-up for the purpose of, or in connection with, any solvent amalgamation or reconstruction) or a court makes an order to that effect or a court makes an order for administration (or any equivalent order in any jurisdiction); (iii) ceases to carry on business; or (iv) is unable to pay its debts as they become due in the ordinary course of business.

- **“Order Form”** means the documentation whether physical or on-line confirming an order with Glaucus which sets out the requested Service, the Subscription Term, payment schedule and payment due dates as agreed between the parties;
- **“Service”** means the cloud-based service provided by Glaucus to You.
- **“Transaction”** means a completed order that is processed via the Service.
- **“Website”** means [[https://\[XYZ\].glaucuslogistics.com](https://[XYZ].glaucuslogistics.com)] or such other website or mobile access point from which we may make the Service available;
- **“User”** means the individuals employed by You or otherwise working for You at Your direction, for whom a subscription has been ordered and who are authorized by You to access and use the Service, including You; and
- **“You”** means you, the person using Service.

2. Service for Customers

- The Service shall be provided to You as set out in the applicable Order Form executed by You and Glaucus. In absence of such Order Form any feature that is accessible to you and is used by you will be considered as a part of Service. Any new features that are subsequently added to the Service during the Term shall also be, unless agreed otherwise in writing, subject to this Agreement.
- Glaucus cannot guarantee that the Service will be continuously available as the Service may be unavailable from time to time due to either (a) scheduled downtime for Service upgrades and/or maintenance; and/or (b) any circumstances that are beyond Our control such as technical failures.
- The Order Form is subject to the terms and conditions set forth herein and in any rules, policies and procedures posted on the Site, as may be modified by Glaucus from time to time, which modifications shall become effective once posted on the Site.
- Pricing for the Service is set forth in the Order Form.

3. Beta Testing

- Glaucus may offer people the opportunity to be “beta testers” of the Service or new features or versions of the Service from time to time. If You subscribe to the Service as a beta tester for a period of time (“Beta Test Period”), the length of any such Beta Test Period may vary and will be indicated by the presence of word Beta next to the Company logo;
- By subscribing to the Service as a beta tester, You agree to the limits of Glaucus’s warranties, and the limitations of Glaucus’s liability, set forth in Sections 11 and 12 of this Agreement.

4. Terms of Use

- In order to subscribe to our Service, each account must be connected to an individual person. In the circumstance where You are an organization, each account must be assigned to an individual employee at that organization. We cannot accept any subscriptions where accounts are registered or run through automated methods.
- You must provide Your full legal name, a valid email address and any other information requested by Glaucus in order to complete the signup process and license.
- You are responsible for maintaining the security of Your account login information (username & password). Glaucus cannot and will not be liable for any loss or damage from failure to comply with this security obligation. You must notify Us immediately in the event of loss of Your username and password.
- Glaucus hereby grants You a limited, non-transferrable, non-exclusive license to use and access the Service solely for Your internal business purposes provided that You shall not: (a) license, sub-license, sell, resell, rent, lease, transfer, assign, distribute or otherwise exploit the terms of this license or make the Service available for access or use by any person(s) other than the Users, save as for is expressly permitted by this Agreement or authorized by Glaucus; (b) use the Service to process any data unlawfully or for any third party; (c) allow any unauthorized access to, or use of, the Service; (d) modify, adapt, decipher, decompile, reverse engineer or otherwise attempt to determine any programming or the source code associated with the Service except as otherwise expressly permitted by law; (e) use the Service in an unlawful manner including, but not limited to, the infringement of any third party or Glaucus Intellectual Property Rights or use of the Service in breach of any third party's privacy rights; (f) use the Service in a manner that interferes or disrupts with the provision of the Service by Glaucus to third parties; (g) use the Service to upload, store or transmit any malicious code or other similar harmful software such as viruses, malware or trojan horses; (h) use the Service to make any transmission, display or publication of any material which is of a defamatory, offensive, abusive or menacing character to any other person; or (i) use the Service for any transmission, display or publication of any material in breach of any law dealing with privacy or data protection in any country. You must notify Us immediately in the event that You become aware of any unauthorized access to or use of the Service, or of any attempted unauthorized access to or use of the Service.
- You are responsible for ensuring that the Users comply with the terms of this Agreement and that Users do not access or use the Service in breach of this Agreement.
- You may not use Your account for any illegal or unauthorized purpose. You must not, during Your use of this Service, violate any laws in Your jurisdiction (including, but not limited to copyright laws).
- You agree to indemnify Glaucus against all and any losses, costs and expenses Glaucus may incur as a result of any breach by You of this Section 4.

5. Account Billing, Invoicing and Refunds

- As consideration for the Service, You agree to pay the transaction fees set forth in the Order Form.
- Payments will be billed on the first day of each month for transactions generated the previous month as specified in the Order Form.
- Glaucus reserves the right to suspend or terminate access to the Service upon seven (7) days written notice to You in the event of late or non-payment of Glaucus's invoices.
- Additional Users may be added to Your account during Your Subscription Term.
- If You give us Your email address, You will receive an electronic receipt from us after each applicable payment.

6. Term and Termination

- This Agreement shall be in full force and effect for the contract term detailed on Your Order Form unless terminated in accordance with the provisions of this Section 6.
- Either party may terminate this Agreement without cause with thirty (30) days' prior written notice to the other party.
- You may terminate this Agreement immediately in writing to Glaucus if the Service is unavailable or inaccessible to You and Your Users for either (a) more than three (3) consecutive days; or (b) more than five (5) days in any thirty (30) day period as a result of the fault or failure of Glaucus.
 - Either party may terminate this Agreement with immediate effect if the other party commits any material breach of any of the terms herein and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-Section 6.3.1. of the breach, such notice to refer to the notifying party's intent to terminate this Agreement unless the breach is remedied;
 - Either party may terminate this Agreement with immediate effect if the other suffers an Insolvency Event or in the case of a force majeure event.
- Upon termination of the Agreement by either party, payment is to be made up to the effective date of termination.

7. Right to Monitor. Glaucus recognizes and confirms that the information from You contained in and processed by the Service may be confidential. Glaucus reserves the right to utilize such access in order to support, manage and protect the integrity of the Service (including but not limited to preventing illegal activity, uploading of virus infected files or questionable material and for general customer support).

8. Modifications to the Service and Prices. In order to fulfill its obligations in managing and upgrading the Service, Glaucus may at any time amend the Service and any documentation relating thereto for any reason including, but not limited to: legal, technical, or business considerations.

9. Code and Data Ownership

- Any data entered in Your live account database or uploaded to the Service remain Yours at all times and can be exported by You as needed.
- Glaucus does not pre-screen any User-supplied content, but reserves the right to refuse or remove any content available via the Service. You acknowledge and accept that Glaucus is not obliged to monitor any User-supplied content as a standard part of the Service provided.
- Glaucus houses all programming associated with the Service on servers that are either owned by Us or leased from third parties. Unauthorized distribution of any software or programming associated with the Service without prior consent is strictly prohibited and includes placing our software or programming on any physical or virtual servers or mediums without the written consent of Glaucus.
- The Glaucus software and computer code will not be accessible to any Users.

10. Data Loss & Backups

- Glaucus will not accept under any circumstances the liability for any loss of customer data whether that be through general use, hacking or server failure.
- Glaucus or its infrastructure service providers make daily backups of the subscription account data.

11. Warranty

- Glaucus warrants that:
 - it has the right to provide the Service and any accompanying materials as contemplated under this Agreement and that each of the foregoing, and their provision in accordance with the terms of this Agreement, does not and will not infringe the Intellectual Property Rights or other rights of any third party;
 - the Service will operate and function as described on the Website;
 - the Service will be provided with all due care, skill and diligence and by means of appropriately qualified and skilled personnel.
- Glaucus does not warrant that the Service supplied hereunder shall be free from computer viruses. Glaucus relies upon the provider of its hosting and infrastructure

services for virus checking, and accepts no responsibility for any failures on the hosting and infrastructure service's part.

- Except as expressly set out in this Agreement and subject only to Section 11, no implied conditions, warranties or other terms, including any implied term relating to satisfactory quality or fitness for any purpose, will apply to the Service or to anything else supplied or provided by Glaucus under this Agreement. The Service (including any software and documentation) is provided hereunder "As Is". Glaucus makes and Users receive no warranties in connection with the product, or modifications or improvements thereto, delivered hereunder, express, implied, statutory or in any other provision of this Agreement or communication between Glaucus and Users. Glaucus specifically disclaims all implied warranties, including warranties of merchantability, non-infringement and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice.
- If You subscribe to the service as a Beta tester, the warranties in this section shall not apply to You.

12. Liability

- Liability Exclusions: Under no circumstances will Glaucus be liable for loss of revenue; loss of actual or anticipated profits; loss of contracts; loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of , damage to or corruption of data; or consequential or indirect loss or special, punitive or incidental damages (including, for the avoidance of doubt where such loss or damage is also of a category of loss or damage already listed), whether foreseeable or unforeseeable, based on claims by You or any User or any third party arising out of any breach or failure of express or implied warranty conditions or other term, breach of contract, misrepresentation, negligence, failure of any remedy to achieve its essential purpose, or otherwise.
- Liability Cap: Notwithstanding the form (e.g. contract, tort or otherwise) in which any legal or equitable action may be brought, in no event will Glaucus or its suppliers be liable for damages, expenses, costs, liabilities, suits, claims, restitution or losses that exceed in the aggregate, the amount of fees paid by licensee for the Service in the first twelve (12) months of access to the Service.
- In addition to the limitations on liability set forth above, if you subscribe to the Service as a Beta Tester, You agree that use of Beta stage services is inherently risky, You agree that You are using the Beta stage Service at your own risk, and You agree that Glaucus will have no liability whatsoever to anyone for any damage arising from the use of the Beta stage service, except to the extent such damage arose from Glaucus' gross negligence or willful misconduct.

13. Restricted Content

- Uploading any restricted content as listed below may result in immediate account termination. You must not upload, post, host or transmit the following items to or from the Service including but not limited to:
 - Unsolicited email, SMS's, or "Spam" messages;
 - Bots, viruses or code of a destructive nature; or
 - Questionable or Illegal material. (Including material protected by copyright or other doctrines of intellectual property for which You do not have authorization from the owner).

14. Data Protection and Privacy

- We take commercially reasonable precautions to safeguard Your personal information that is stored in our database from loss, theft, misuse, unauthorized access, disclosure, alteration, and deletion. However, You are responsible for all of the information that You submit through the Service and anything You communicate and comment on through the Service.
- Glaucus collects certain personal and business-related information about its customers, which generally includes, but is not limited to, contact information (the "Customer Information"). You hereby consent to Glaucus' use and disclosure of such information solely in connection with its provision of the Service, including the placement of "cookies" on Your computer to facilitate and improve Your use of the Service in the future.
- Glaucus' collection and use of Your data will NOT include selling or sharing Your data with others in a form in which the data is associated with You. Glaucus MAY, however, share Your data in a form in which Your data is not associated with You, either alone or aggregated with the data of others.

15. Confidentiality and Security

- Glaucus will at all times be committed to ensuring the confidentiality and security of any information submitted by You, which will only be used by Glaucus in connection with the Service or as set forth in the Agreement. Nothing set forth herein shall be construed to prohibit Glaucus from disclosing Your information to any employee, contractor or other third party that has a need to know such information in connection with the provision of the Service. Nothing set forth herein shall be construed to prohibit Glaucus from disclosing Your information by order or other requirement of a court, administrative agency, or other governmental body or applicable law, as determined by Glaucus or its legal counsel. In such event, Glaucus shall to the extent possible provide you with advance notice of such intended disclosure and the opportunity to seek a protective order, and You hereby permit Glaucus to disclose such information to the extent necessary to comply with such order or legal requirement.

- By accepting the Glaucus Terms of Service, you also accept the [Glaucus Privacy Policy](#).

16. Intellectual Property Rights

- The Intellectual Property Rights in the Service and any computer hardware or software used in connection with the Service is and will at all times remain Glaucus's property.
- In the event that the Service infringes any third party Intellectual Property Rights, Glaucus will indemnify You against any loss or damage and shall defend and/or settle any third party claim that the Service infringes provided always that You promptly notify Glaucus of any such claim in writing, give Glaucus the sole control of any such action or proceedings and give Glaucus such assistance as it may reasonably require to settle and/or defend such action or proceedings. Any award of costs and/or damages under such circumstances shall belong to Glaucus.
- The indemnity in Section 16.2 above shall not apply to any infringement resulting from:
 - use of the Service which does not comply with the uses permitted under this Agreement;
 - any modification or change to the Service carried out by Glaucus on Your request; or
 - the combination of the Service with any third party product and/or Service or modification undertaken by You without the prior written consent of Glaucus.
- Force Majeure. The obligations of each party under this Agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with them by any cause beyond its reasonable control such as an Act of God, flood, fire, earthquake, terrorism, riots, civil disorders, strikes, lockouts or other forms of industrial action by anyone, including the Glaucus staff. In the event that the cause continues for more than thirty (30) consecutive days, either party may terminate this Agreement immediately upon written notice to the other party in accordance with the "Term and Termination" section above.

17. General

- Necessary Rights. Glaucus represents and warrants that Glaucus has all necessary permits, licenses, authorizations and clearances to sell access to the Service in the manner specified on the Order Form and in this Agreement. You represent and warrant that You have all necessary licenses and clearances to use the content uploaded or otherwise provided to Glaucus in connection with the Service. You represent and warrant that the person accepting this Agreement on Your behalf has been duly authorized by You to accept this Agreement and enter into a binding agreement with Glaucus.

- You may not resell, assign, or transfer any of Your rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Glaucus's prior written approval is void. All terms and conditions in this Agreement and each Order Form will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assignees as specified on the Order Form and subject to this Agreement. Glaucus may assign this any of its rights or obligations under these Terms, in whole or in part, to an acquirer of Glaucus (whether by merger, asset or stock sale) or to a corporate affiliate of Glaucus without Your consent.
 - All notices shall be in writing and sent by first class mail or overnight mail (or courier), transmitted by facsimile (if confirmed by such mailing), or email (if confirmed by return receipt via email), to the addresses indicated on the Glaucus Order Form, or such other address as either party may indicate by at least ten (10) days' prior written notice to the other party.
 - All disputes between the parties arising out of or relating to this Agreement or the breach, termination or validity thereof shall be referred by either party in writing, first to each party's representative. The representatives shall meet and attempt to resolve the dispute within a period of thirty (30) working days from the date of referral of the dispute to them.
18. Entire Agreement. Along with the Glaucus Order Form, this Agreement (which includes the Glaucus Terms of Service and the Glaucus Privacy Policy) is the complete and exclusive agreement between the parties, which supersedes all proposals or prior agreements, oral or written, including any online (click-through) agreement with Glaucus that You may have accepted previously, and all other communications between the parties relating to the subject matter hereof. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text hereof or modify or supplement the Glaucus Order Form shall add to or vary the terms thereof and Glaucus hereby rejects same. Except as contained in a writing signed by both parties, all such proposed variations or additions are objected to and shall have no force or effect.
19. Governing Law, conflicts. In the event of any inconsistency between the Glaucus Order Form and this Agreement, the terms of the Glaucus Order Form will prevail. This Agreement and all matters arising out of this Agreement, including all tort and fraud claims, are governed by laws of the State of New York, without regard to its conflict of laws principles. All such disputes shall be resolved in the federal or state courts sitting in the City of New York, State of New York, and all parties hereto submit to the jurisdiction of said courts for all such purposes.
20. Our Terms of Service may change from time to time, and We may not notify you You of all such changes. It is Your obligation to check for changes to Our Terms of Service. You agree that Your continued use of the Service after changes to Our Terms of Service constitutes acceptance of those changes. We will post any privacy policy changes on this page and, if the changes are significant, We will try to provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of these Terms of Service in an archive for Your review upon request.