Terms of Service

SCOPE

These Terms of Service ("Terms of Service"), as set out herein, are binding on the users (who shall hereinafter be referred to as "you","your" "yourselves", "Customer",as applicable) who use the online Sentinel Platform("Sentinel Platform") developed by Unifo Private Limited, a company registered under the laws of Chennai and having its registered office at "Unifo Solutions Pvt. Ltd., G-Floor, Block A, Tek Meadows, No. 51, Rajiv Gandhi Salai, Sholinganallur, Chennai, Tamil Nadu, India, 600119" (hereinafter referred to as"Unifo"/"We"/"Us"/"Our") to facilitate your customs clearance processing.

1.1 You acknowledge and agree that by using the Sentinel Platform, You have agreed to be bound by these terms and conditions and any additional terms that apply. In the event that a Customer executes a terms of service with us separately, the same shall supersede these Terms of Service.

1.2 These Terms of Service shall be read along with the relevant proposal/contract (which shall refer to the signed by you, separately with us).

1.3 This document describes and governs your usage of the Sentinel Platform made available through the website at https://sentinel.unifo.in/

1.4 Please note that Unifo reserves the right to revise the content of these Terms of Service at any time by posting an update to this page. Your continued use of the Sentinel application following the posting of changes to the Terms of Service will mean you accept those changes. If you do not agree with any of the terms, you must not continue to use the Sentinel Sentinel Platform. Unifo reserves the right, in its sole discretion, to determine if you have violated the Terms of Service and to take any action it deems appropriate. You acknowledge that Unifo shall have the right to terminate your access to the Sentinel Platform for violations of any of these rules, including repeat infringement of copyrights.

2.DEFINITIONS:
For the purposes of these Terms of Service, the following terms shall have the meanings defined below:

2.1   "Applicable Laws" shall mean all applicable statutes, enactments laws, ordinances, judgment, orders, directives, rules and regulations, by-laws, notifications, guidelines and policies of anyAuthority, as may be in force and effect during the subsistence of these Terms of Service which shall be applicable to your business and the outsourcing o four Services, including but not

limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;

2.2   "Authority" shall mean any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency, or entity;

2.3   "Authorization" shall mean any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority, or exemption from, by or with any Authority, whether given by express action or deemed given by failure to act within any specified time period;

2.4   "Information" shall mean any information, whether oral, graphic, electronic and written or in any other form, including:
   1. forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research, and development information, know-how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, sales and marketing information, names and details of your company, suppliers and agents, employee details, reports, drawings and data; and
   2. copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated, or otherwise altered;

2.5   "Intellectual Property" shall, unless otherwise agreed to in these Terms of Service, mean patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs, and technical data and information;

2.6   "Confidential Information" shall mean the terms of these Terms of Service and its subject matter and allInformation belonging to, or relating to, or provided by a Party to these Terms of Service, whether oral, graphic, electronic, written, or in any other form, but excluding any Information which was in the public domain at the time of disclosure, other than by reason of a breach of these Terms of Service or that is in fact, or should reasonably be regarded as, confidential to the party to whom it belongs or relates, that may be communicated between the Parties whether in written, electronic or other forms;

2.7   "Services" shall mean the services to be provided by us to you in accordance with these Terms of Service,proposal/contract and any annexures circulated to You vide emails; and

2.8.   "Software" shall mean theSoftware used by Unifo in the provision of the Services under these Terms of Service, whether owned or developed by Unifo or licensed to Unifo.

Headings in these Terms of Service are for ease of reference only and do not affect the construction of any of its provisions.

References to the word "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things.

Except where the context specifically requires, words importing the singular shall be treated as importing the plural and vice versa and words importing the whole shall be treated as including a reference to any part thereof.

3.PROVISION OF SERVICES

We undertake to provide Services via our Sentinel Platform in accordance with these Terms of Service and the relevant proposal/contract, subject to your payment of fees to us, as agreed under these Terms ofService and under the relevant proposal/contract.

4.PERFORMANCE OF SERVICES

At all times during the subsistence of these Terms of Service, we shall perform our obligations hereunder in a professional manner with adequately skilled personnel. All Services provided by us shall adequately conform to specifications provided by you as enumerated in these Terms ofService, the proposal/contract and any annexures circulated to you via email.

You acknowledge and agree that Unifo is not responsible for the completeness and accuracy of any data provided to Unifo by you.
You acknowledge and accept that Unifo is not responsible for any failure to deliver the Services or meet the service levels to the extent that such failure is caused by the data, provided by you, being incomplete or inaccurate.
The data to be provided by you shall include but not be limited to the following:
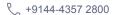User Mail IDs with Organization chart User Signature with Company Logo, favicon Mode-wise terms & Conditions, documents including, but not limited to, invoices, packing list, bills of entry, shipping bills , etc, Domain set up DNS settings fulfillment Plan for roll out to different user segment.
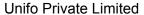
5.CUSTOMER'S OBLIGATION TO INPUT DATA

5.1   "Data" shall mean Customer's customs clearance data consisting of its charges for customs clearance, associated documents for ocean, air and land freight from one point to another, along with required ancillary data (e.g., surcharges and their quanta).

5.2   Unless otherwise explicitly specified for the relevant product or in the applicable proposal/contract, the Customer shall update the Data on a regular/as needed basis.

The Customer is responsible for all Data being complete and correct and is also responsible for having obtained any consents etc. necessary to legally share the Data with Unifo.

6.Unifo'S USE OF DATA

6.1   Unifo is expressly authorized by Customer to process the Data pursuant to Unifo's methodology(including data cleaning, analysis, and standardization), and thereafter aggregate the resulting corresponding data points onto Unifo's Sentinel Platform (the "Sentinel Platform") subscribed by the customer.

6.2   Unifo shall not disclose to third parties or use Data except as set forth in this Agreement or to comply with any legal, regulatory or similar requirement.

7.PAYMENT

7.1   Fees and Charges: In consideration of the Services and deliverables provided (if any), you hereby agree to compensate Unifo for each project as set forth in these Terms of Service, the proposal/contract or any annexures circulated to you over emails.

7.2   Mode of Payment: Unifo shall raise invoice on you for Services performed hereunder as per the terms detailed in these Terms of Service, the proposal/contract or any annexures circulated to you over emails.

7.3   Unless agreed to otherwise, you shall make payments to Unifo in INR

7.4   Delayed Payments: In the event, you do not pay within thirty (30) days of invoice, without prejudice to other remedies that may be available to Unifo, an interest computed at a rate permissible by Applicable Laws will be added to the pending unpaid amount. In addition to levying such interest rate on the pending unpaid amount, and without prejudice to any other rights it may have, Unifo shall have the right and option to suspend performance of its obligations under these Terms ofService until such time as all payments due by you are paid in full to Unifo.

 7.5   Disputed Invoice: In case you intend to dispute any item on any invoice in whole or in part, then you shall be required to pay the undisputed portion of the invoice. Unifo and yourselves shall use all reasonable endeavors to settle the dispute at their earliest possible convenience in accordance with Disputes Clause herein.

8.TAXES

8.1   All amounts paid by you to us shall be inclusive of all taxes, duties, charges, or cess. If Unifo is liable for any taxes, duties, charges or cess in Chennai on or with respect to the value of Services provided (other than taxes levied on Unifo's income, such as GST, corporation tax, etc) in relation to these Terms of Service, you will pay to Unifo an amount equal to that liability upon the provision, by Unifo, of a valid invoice.

8.2   In case of applicability of any withholding tax on the fees payable to Unifo, you shall pay such additional amounts as may be necessary such that Unifo receives the fees it would have received, had there not been any withholding tax imposed. Bank charges, if any applicable while transferring funds to Unifo shall be borne by you.

9.YOUR OBLIGATIONS
You have the following obligations under these Terms of Service and the relevant proposal/contract:

9.1   You shall promptly pay all invoices raised by us in accordance with these Terms of Service and the proposal/contract .

9.2   You shall prepare and deliver the necessary input data to Unifo within such timeframes and by using such protocols, file conventions and methods as may be specified by Unifo from time to time in consultation with you.

9.3   You shall use your best endeavors to ensure that all media containing the input data are free of viruses and errors.

9.4   You shall not provide Input Data that violates Unifo's or any other third party's Intellectual Property rights.

9.5   For the purposes of these Terms of Service, the term "Intellectual Property" shall refer to patents, trademarks and / or copyrights, the ownership of which would be determinable by you based upon commercially reasonable searches of publicly available databases.

9.6   If the service levels indicated in these Terms of Service or any annexures circulated to You vide emails are dependent on your input data, instruction, feedback or decision, You shall provide its input data, instruction, feedback or decision promptly and without delay.

9.7   You shall maintain a backup system and procedures for the reconstruction of lost, damaged or altered data.You shall pay Unifo the fees for the cost of re-performing the Services

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if such re-performance is requested by you, save for where the loss, damage or alteration to such data was caused by any act or omission solely attributable to Unifo.

9.8   In the event that Input Data will be accessed by Unifo on your software, you shall provide Unifo access to your software in order to enable Unifo perform the Services. Such access can be revoked by you upon successful provision of Services under these Terms of Service, by Unifo.

9.9   You must ensure that, during the term of these Terms of Service and until usage of the Sentinel Platform, it is properly authorized and licensed to use and to permit Unifo to use your software in order to access and provide the Services. You shall be responsible for the payment of all license fees, support fees and other costs in relation to your software (including but not limited to any implementation costs).

9.10   You shall cooperate and assist Unifo in order to enable us to provide the Services under the scope of the relevant proposal/contract.

9.11   You shall comply with all service level agreements (if any) assigned to you.

10.REPRESENTATIONS AND WARRANTIES
You hereby represent and warrant to Unifo that:

10.1   You are duly organized, validly existing and in good standing under the laws of the country where you are incorporated;

10.2   You have the corporate power and authority (under its Memorandum and Articles of Association) to enter into these Terms of Service and perform your obligations hereunder. The execution, delivery and performance of these Terms of Service by you and performance of its obligations have been duly authorized and approved by all necessary corporate actions and no other action on your part as necessary to authorize the execution, delivery and performance of these Terms of Service;

10.3   The provision of input data or any part of input data to Unifo does not, and will not, violate anyApplicable Laws;

10.4   All necessary and requisite approvals, licenses and Authorizations with respect to your business and the outsourcing of the Services to Unifo have been procured, are valid and are in full force and effect; and

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10.5   You must ensure that, during the term of these Terms of Service and until usage of the Sentinel Platform, it is properly authorized and licensed to use and to permit Unifo to use your software in order to access and provide the Services. You shall be responsible for the payment of all license fees, support fees and other costs in relation to your software (including but not limited to any implementation costs).

10.6 You are properly authorized and have necessary licenses to use and to permit Unifo to use your software in order to provide the Services.

11.PRIVACY AND DATA PROTECTION

11.1   You shall comply with your obligations as the data controller under the applicable data protection laws, regulations, guidelines or directives (together, the "Privacy Laws")in connection with these Terms of Service. You shall be the data controller and Unifo shall be the date processor respectively (as defined in the PrivacyLaws). Unifo shall cooperate with you to facilitate any additional compliance in relation to your jurisdiction in connection with privacy and data protection.

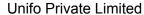12.PRIVACY OBLIGATIONS OF YOURSELVES

12.1   You acknowledge that you are primarily responsible for the collection, processing, use and storage of any data affected by the Privacy Laws through use of the Services and that you undertake to ensure that all your employees, agents and contractors will comply with the requirements of any Privacy Laws that may be applicable to theServices.

Without limiting the generality of the foregoing, you must:

12.2   notify your clients of any matter prescribed by any Privacy Laws in relation to the collection, processing, use and storage of the data affected by the Privacy Laws; and

12.3   notify Unifo immediately upon becoming aware of any breach of any Privacy Laws that may be related to the provision of the Services.

13.DATA PROTECTION

13.1   Unifo acknowledges that it may have access to data that is personal information, including any and all identifying information, of your employees and clients or potential clients("Personal Information"). Such Personal Information requires a higher standard of care and Unifo agrees to use reasonable endeavors to protect suchPersonal Information.
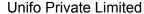
13.2   Unifo agrees it will not share, rent, sell, or in any way transfer or disclose any Personal Information whatsoever to any third party for any reason, without your specific written consent.

13.3   Unifo shall promptly notify you in writing in the event there is any suspicion of irregularities in the storage or processing of the Personal Information or upon becoming aware of a breach or potential breach.

13.4   Unifo shall comply with all applicable data protection laws to which you are subject with respect to thePersonal Information which have been notified in writing by you to Unifo.

13.5   On termination of these Terms ofService, Unifo shall destroy any copies or reproductions of the same in its possession.

14.CONFIDENTIALITY

14.1   Unifo and yourselves acknowledge and agree that neither us nor you shall not disclose each other'sConfidential Information to any third party without the prior consent of the disclosing Party and shall not use each other's Confidential Information for any purposes other than for which such Confidential Information was disclosed.

14.2   Confidential Information shall not be afforded the protection of these Terms of Service and these Terms ofService if such information:

14.3   has been, is now, or later becomes publicly available through no fault of, either us or yourselves, receiving such Confidential Information;

14.4   has been, is now, or later becomes rightfully learned by, either us or yourselves, receiving suchConfidential Information from a third party who is not under restriction or duty imposed by, either us or yourselves, disclosing such ConfidentialInformation or applicable law;

14.5   has been, is now, or later is furnished to third parties generally by, either us or yourselves, disclosing such Confidential Information, if such disclosure is, or has been, made to third parties generally without similar restriction, duty or limitation of use; was known to, either us or yourselves, receiving such Confidential Information prior to the date it received such Confidential Information from, either us or yourselves, disclosing the Confidential Information; or

14.6 has been, is now, or later is independently developed by, either us or yourselves, receiving such Confidential Information without use of or resort to such ConfidentialInformation, and can be so proven by written records.

15.INTELLECTUAL PROPERTY

15.1   Unifo shall retain all rights, title and ownership to Intellectual Property that arises out of the provision of Services under these Terms of Service and these Terms of Service. Unifo however, grants a non – exclusive license to you to use suchIntellectual Property, solely to enjoy the benefit of Services as provided for and in accordance with these Terms of Service and any

annexures circulated to you over emails. Unifo retains the right to reuse such IntellectualProperty in any manner whatsoever.

15.2   By accepting these Terms ofService, you undertake:

15.3   not to use Unifo's Intellectual Property without the prior express written consent of Unifo; and

15.4   not to use Unifo's Intellectual Property other than for the purpose set out in these Terms of Service.

15.5   You agree that you do not gain, by virtue of these Terms of Service and these Terms of Service, any of theIntellectual Property rights owned by Unifo. Nothing contained these Terms of Service and these Terms of Service shall be deemed to confer any other right or title to or in any of the Intellectual Property belonging to Unifo, to you, unless specifically agreed to in writing by the Parties.

15.6   In the event new intellectual property is developed by either you or us, during the course of these Terms ofService, then us and yourselves shall negotiate in good faith and enter into a separate agreement in respect of such intellectual property so created.

15.7   You shall, during the subsistence of these Terms of Service, ensure that it is properly authorized and licensed to use and to permit Unifo to use your software in order to provide the Services in cases, where the Services are to be provided under the engagement set out in these Terms of Service and any annexures circulated to you over emails.

15.8   You shall also be bound by theAcceptable Use Policy forming a part of these Terms of Service (Annexure A).

16. INDEMNITY

We and yourselves agree to indemnify each other from any and all liability arising out of negligence, whether attributable solely or in part, to either of such parties, in connection with the performance of Services, under these Terms of Service.

17.LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES

NEITHER Unifo NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING Unifo's SERVICES OR Unifo Sentinel Platform's services WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER

DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE Unifo SERVICES OR Unifo, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY ORANY OTHER LEGAL THEORY, AND WHETHER OR NOT Unifo HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES,SO THE ABOVE LIMITATION WILL APPLY TO YOU TO THE DEGREE ALLOWED BY LAW.

IN NO EVENT WILL Unifo'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR FROM THE USE OF OR INABILITY TO USE THE Unifo SERVICES OR Unifo Sentinel Platform EXCEED THE AMOUNTS YOU HAVE PAID TO Unifo FOR USE OF THE Unifo SERVICES IN THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY, OR INR 25,000 IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO Unifo, AS APPLICABLE.

18.VALIDITY OF TERMS
Validity

These Terms of Service shall be effective from upon your acceptance of these Terms ofService and shall continue to remain in force until the expiry of the period included in the proposal/contract.

These Terms of Service shall automatically renew for an additional period equivalent to the time frame mentioned in the proposal/contract unless either Party gives the other a notice of non-renewal at least 30 days before the end of the relevant term or if the proposal/contract states any other renewal terms.Regardless of the above, either Party has the right to terminate these Terms ofServices or the provision of services at any time if instructed by a court ofLaw or by any other such authority.

19.Termination

Either Party may terminate these Terms of Service, at any time, by providing notice of at least thirty (30) calendar days in writing to the other Party at the official address for communication of such respective party in the proposal/contract or as may be communicated over emails.

20.Effect of Termination

On the expiry or termination of these Terms of Service:

20.1 You must immediately pay Unifo all outstanding fees for work accrued to the termination date of these Terms of Service which will become immediately due and payable for Services rendered until the effective date of termination.

20.2 Unifo shall destroy all input data and other confidential information provided by you to Unifo for provision of Services under these Terms of Service.

21.NON-SOLICITATION

Except as may be otherwise provided, you covenant that, during the term of these Terms of Service, and for a period of one-year thereafter, you shall not either for yourselves or for any other person, firm, corporation, or other entity, either directly or indirectly: solicit, employ or attempt to solicit, employ or offer any employment or other form of services to any of the personnel/sub-contractor to terminate his or her employment or hire away or attempt to hire away any employee/subcontractor of Unifo/any of its associated enterprises.

22.Governing Law and Jurisdiction

22.1 These Terms of Service will be construed, interpreted and applied in accordance with the laws of Chennai, India without reference to its conflict of laws and principles. The parties agree to submit themselves to the jurisdiction of the courts at Chennai.

22.2 If any dispute arises amongst us and yourselves relating to or arising out of these Terms of Service, including its construction, effect, the rights and obligations, the performance, breach, rescission or termination, the entitlement to damages or compensation ("Dispute"), we and yourselves must attempt to resolve the Dispute in an amicable manner, in good faith within thirty (30) days of such dispute arising, by negotiations. Upon failure to resolve the same, whoever amongst us is claiming that a Dispute has arisen, must deliver to the other party, a notice containing particulars of the Dispute ("Dispute Notice").

22.3 Any Dispute, which cannot be resolved amongst us and yourselves in the manner described above, shall be finally resolved by courts of competent jurisdiction in Chennai, India.

23.MISCELLANEOUS

23.1 Force Majeure If for any reason beyond its reasonable control, including but not limited to, strike, labor dispute, regulation or order of a governmental authority, civil disorder, disaster, act of war, act of God, fire, flood or other emergency condition ("Force Majeure Event"), either us or yourselves, are unable to perform its obligations (other than your payment obligations) under these Terms of Service and these Terms of Service, such non-performance shall be excused and if the Force Majeure Event continues for more than thirty (30) consecutive days, terminate these Terms of Service on mutual terms, without further liability of any nature.

23.2 NoticeAll notices, consents, or approvals required under these Terms of Service shall be in writing sent by certified or registered air mail, postage prepaid (confirmed by such certified or registered mail), or by facsimile or electronic mail (confirmed by an electronic receipt confirmation) to the registered address of Unifo.

23.3 Relationship of Parties We and yourselves agree and acknowledge that we and yourselves are independent contractors as to each other and nothing in these Terms of Service shall give rise to an employment, partnership, joint venture, or other relationship. The personnel of Unifo including personnel of Unifo's associated enterprises who will be engaged in the provision of Services under these Terms of Service shall be considered to be employees of Unifo and in no event shall such personnel be considered to be your employees.

23.4 AssignmentWe and yourselves agree and acknowledge that we and yourselves shall not assign any part or whole of these Terms of Service excluding assignment to Unifo's associated enterprises or any rights hereunder, without the prior written permission of the other party.

23.5 WaiverNo waiver of any provision of these Terms of Service shall be effective unless contained in a writing (electronic mails / communication being specifically excluded) executed by either yourselves or Unifo, against whom enforcement thereof is sought. A waiver of any specific term hereof shall not be deemed to constitute a waiver of any other term hereof, nor shall a waiver on any one or more occasion be deemed to imply or constitute a waiver of the same or any other term on any other occasion.

23.6 SeverabilityIf any provision of these Terms of Service shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or

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unenforceability shall not affect the other provisions contained herein, which shall remain in full force and effect.

23.7 Non exclusivity Nothing in these Terms of Service shall mean or shall be construed to mean that either yourselves or Unifo, is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.

23.8 Entire terms These Terms of Service along with the Order Form being signed, any annexures, emails shall form the entire terms between Unifo and you.These Terms of Service are subject to change at any time without notice. To make sure you are aware of any changes, please review these Terms of Service periodically. Continued use of the Sentinel Platform after any such changes shall constitute your consent to such changes.

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Annexure A
Acceptable Usage Policy

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Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning attributed to them in the Terms of Service (or) the Privacy Policy. For the avoidance of doubt, the terms below are defined as follows:

"Technology" means any Software component made available by us either on premise or in the cloud, any derivative works, and all improvements thereof, and any background intellectual property rights.
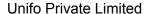
Section I. If you create an account with Unifo, the following provisions will apply:

(a)   AccountBasics and Acceptable Conduct

(i)   account names are provided on a first-registered basis and are intended for immediate and active use.

(ii)   attempts to sell, buy, or solicit other forms of payment in exchange for account names are prohibited.

(iii) to keep your account active, you must log-in on a regular basis.

(iv) if you create an account with an e-mail address pertaining to, or associated with, a company or organization, we will assume in good faith that you have the power to represent, and bind, that entity.

(v)   all information you access through your account is confidential and proprietary of Unifo and you will not disclose it unless as permitted under the Terms of Service.

(vi) We may store, use and process your account information like email, passwords etc., to enable the use and operation of theTechnology and Services.

(vii) you will not attempt to, or gain unauthorized access to any service, account, computer systems or networks, or circumvent any authentication or security measures or test the vulnerability of the systems or networks.

(viii) you will not attempt to, or interfere with any user, host, or network, (e.g., by sending a virus, overloading, spamming, or mail-bombing or use the Technology or Services to distribute malware, impersonate or misrepresent affiliation with any person or entity).

(ix) you will keep passwords/other login information secured and monitor and control all activity conducted through your account.

(b)   AccountRemoval

(i)   we may remove or suspend your account in certain situations:

●   Inactivity: if we reasonably determine that your free account is inactive for at least 90 (ninety) days, e.g., no users have signed in and no automation jobs have been run.

●   Breach: if we reasonably suspect that you have breached your obligations, including as set out in the Terms of Service and this Policy.

●   Fees: if applicable, you fail to pay the associated fees when due or during the extended moratorium we may agree to.

●   Infringement: if we reasonably suspect that keeping the account may be unlawful or infringe any third-party rights.

●   Upon Request: as requested by you, provided that we do not have a legal obligation or legitimate interest to further keep your account Information.

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(ii)   If your account is removed you will no longer be able to sign in and any and all data in your account, including the account name, will be permanently deleted and cannot be recovered.

(iii) we may take reasonable steps to notify you prior to removing or suspending the account but will be under no obligation to do so.

(iv) we are not liable for any loss of data as a result of applying this Policy.

(v)   Upon termination, we may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our terms, rights.

Section II. When Unifo provides you any Services you agree to requirements set out below:

(a)   You will back-up and validate data from all systems that may be accessed during and in connection with the provision of Services; Unifo assumes no liability for data loss or corruption thereof.

(b)   You will not rely on Unifo providing any installations, deployment assistance or incident resolution in relation to any hardware or Technology other than the paidTechnology and Services.

(c) You will make sure you have all necessary rights (including, without limitation, proper license and use rights) to any third-party products you request Unifo to add within the Services provided to you.

(d)   You will use deliverables provided by Unifo as part of professional services, only in conjunction with theTechnology.

(e)   You will not mix deliverables with non-production purposeTechnology, unless expressly allowed by us.

(f)   You must not use and will not encourage others to use the deliverables and Services (i) to inspect or analyze the deliverables or the outputs for benchmarking or comparison purposes, (ii) for the purpose of designing, modifying, creating a derivative work or creating any program that performs functions similar to the functions performed by the deliverables, (iii) to acquire any technical specifications and gain a competitive technological or business advantage,

(iv) to misappropriate or infringe any rights or violate any laws or contracts, (v) to access, tamper with, or use non- public areas of, any systems of Unifo, its Affiliates or their Authorized Users, (vi) to perform any type of security testing, including penetration testing on the deliverables, unless authorized, and within the limits authorized by Unifo.

(g)   You will not disassemble, decompile or reverse engineer the deliverables or any portion of it; you will not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the deliverables orServices or otherwise derive source code therefrom or otherwise reduce them to human readable form, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the deliverables or Services with another software program, and provided that, Customer has first requested Unifo to provide

the information necessary to achieve such interoperability with at least 90 (ninety) days advance written notice and Unifo has not made such information available.

(h)   You must not remove, alter, modify or appropriate or use as yours any proprietary markings included in the Services.

(i)   You must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute your rights acquired under the Terms of Service.

(j)   You must not use the Services or deliverables for any purposes prohibited by Indian or other applicable law, including any export control laws or in connection with the design, construction and/or operation of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including, for example, use in connection with any nuclear, avionics, life support or other life critical application). The Services and the deliverables are not fault tolerant and are not designed for such use and Unifo expressly disclaims any liability or warranty for such high-risk use.

(k)   You must comply with all terms and conditions required by third-party providers of any data, products, services, Sentinel Platforms, etc. you might use with the deliverables and Services and carry the entire risk of such use.

(l)   You must not use the deliverables to operate in a service bureau, managed service or commercial hosting services environment, unless expressly approved by Unifo in writing.

(m) You must ensure that the obligations in these Terms of Service flow down to all (including, without limitation, this Policy) to, (and you will be liable for), all third parties you give access to deliverables and/or Services.

Unifo Private Limited

No. 51, G-Floor, Tower C, Rattha Tek Meadows,
Rajiv Gandhi Salai,(OMR), Sholinganallur,
Chennai-600119, TamilNadu, India

(n)   you will obtain and maintain all authorizations and consents required to use personal data as contemplated in these Terms of Service.

We reserve the right to update this Policy on https://www.Unifo.com at any time without prior written notice