

Terms & Conditions of Use and Privacy Policy

By using this web site, you consent to the Terms & Conditions of Use and Privacy Policy as described below including processing of your information. If you do not agree to our Terms & Conditions of Use and Privacy Policy, please do not navigate past this page.

1. These terms and conditions (“**Terms and Conditions**”) constitute an agreement between Dmacq Software Private Limited (“**dMACQ**”, “**Company**”, “**we**”, “**us**” or “**our**”) and you or the entity you represent (“**you**” or “**your**”).
2. The Terms and Conditions govern your access to and use of the Company’s website at <https://www.dmacq.com/> (the “**Site**”) and utilization of the dMACQ products (“**Product**”) and the services of the Company which may consist of websites, installed applications, plug-ins, components, functionality, service offerings or programs associated with the Product [collectively the “**Services**”].
3. The Site, the Product and the Services jointly constitute to be the platform of the Company (the “**Platform**”). By accessing, viewing, or using the content, material, or Services available on or through the Platform, whether personally or on behalf of an entity, you indicate that you have read and understood the Terms and Conditions herein and that you accept and agree to abide by them and intend to be legally bound by them.
4. The Platform is available only to the entities and persons over the age of majority and “competent to contract” as per the Indian Contract Act, 1872 and who can form legally binding agreement(s) under the applicable laws. If you do not qualify and fall within the meaning of “incompetent to contract”, you are not permitted to access or use the Platforms.

Changes to the Terms and Conditions:

1. We may modify / update certain or the entire Terms and Conditions, from time to time. Any aspect of the Platform may be changed, supplemented, deleted or updated without notice at our sole discretion.
2. The most current version of the Terms and Conditions as available on our Site will supersede all previous versions. Your continued use of the Site following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to review this Site from time to time so that you are aware of any changes, as they are binding on you.

We may have included proprietary notices and copyright information, the terms of which must be observed and followed. dMACQ assumes no responsibility regarding the accuracy of the information contained in the site and consequently use of any such information is at users own risk. dMACQ shall have no responsibility for any damage to User’s computer system or loss of data that results from the download of any content, materials, and information from the site. Information on this website may contain technical inaccuracies or typographical errors.

In no event will dMACQ be liable to anyone for any direct, indirect, special or other consequential damages for any use of this website including without limitation, any lost profits, business interruption, loss of programs or other data on your information handling system or otherwise even if we are expressly advised of the possibility of such damages.

dMACQ may at any time change or revise the Terms and Conditions by making changes to this page. You agree to any such changes or revisions and agree to visit this page periodically to determine the current terms that is applicable to you and that you are bound to.

A. Privacy Policy

I. Summary of Privacy Policy

This Privacy Policy applies to this website and to any dMACQ application, service or product where this Policy is referred to, regardless of how you access and use them, including with any mobile or other devices.

dMACQ policies and procedures for handling customer information have been created with the understanding that Internet technologies are still evolving with fast changing technologies. As a result, dMACQ policies and procedures are subject to change. In the course of serving its customers, dMACQ acquires, stores and transmits customer communications and information that customers may regard as private or sensitive. Some of this information such as the customer's name, address, telephone number and email id, is provided to dMACQ by its customers in order to establish service.

Other information such as the customer's account status, choice of services, and customer logs is created and maintained by dMACQ in the normal course of providing service. dMACQ also uses cookies, which are small pieces of information that a web site can store in a designated file on a user's computer for various reasons. For example, dMACQ uses cookies on the landing pages of products offered online which record the customer information that is required on the order form. We embed unique identifiers in our downloadable products to track usage of the products. We also use cookies, beacons, tags, scripts, and other similar technologies to identify visitors, track website navigation, gather demographic information about visitors and users, understand email campaign effectiveness and for targeted visitor and user engagement by tracking your activities on our websites.

We collect information about your use of our products, services and mobile applications from application logs and usage analytics tools, and use it to analyse and understand how your use and needs can improve our products and services. This information includes clicks, scrolls, features accessed, access time and frequency, errors generated, performance data, storage utilized, user settings and configurations, and devices used to access and their locations.

dMACQ may store customers electronic mail and other communications as a necessary incident to the transmission and delivery of those communications.

II. Information that you provide us

- i. **User Signup:** When you sign up for an account to access one or more of our services, we ask for information like your name, contact number, email address, company name and country to complete the account signup process. You'll also be required to choose a unique username and a password for accessing the created account. You may also provide us with more information such as your photo, time zone and language, but we don't require that information to sign up for an account. You must provide such information accurate and updated while using the Platform.
- ii. **Registrations and other form submissions:** We record information that you submit when you (i) register for any event, including webinars or seminars, (ii) subscribe to our newsletter or any other mailing list, (iii) submit a form in order to download any product, whitepaper, or other materials, (iv) participate in contests or respond to surveys, or (v) submit a form to request customer support, get a quote or to contact dMACQ for any other purpose.
- iii. **Payment processing:** When you buy something from us, we ask you to provide your name, contact information, and credit card information or other payment account information. When you submit your card information, we store the name and address of the cardholder, the expiry date and the last four digits of the credit card number. We do not store the actual credit card number. For quick processing of future payments, if you have given us your approval, we may store your credit card

information or other payment information in an encrypted format in the secured servers of our Payment Gateway Service Providers.

- iv. **Marketing collaterals:** When you authorize us include project details in our presentations or to post testimonials about our products and services on websites, we may include your name and other personal information in the testimonial. You will be given an opportunity to review and approve the testimonial before we post it. If you wish to update or delete your testimonial, you can contact us at info@dmacq.com.
- v. **Interactions with dMACQ:** We may record, analyse and use your interactions with us, including email, telephone, and chat conversations with our sales and customer support professionals, for training and quality purpose and for improving our interactions with you and other customers.

III.Information that we collect from third parties

- i. **Signups using federated authentication service providers :** You can log in to dMACQ Services using supported federated authentication service providers such as Microsoft and Google. These services will authenticate your identity and give you the option to share certain personal information with us, such as your name and email address.
- ii. **Information from social media sites and other publicly available sources :** When you provide feedback or reviews about our products, interact, or engage with us on marketplaces, review sites or social media sites such as Facebook, Twitter, LinkedIn and Instagram through posts, comments, questions and other interactions, we may collect such publicly available information, including profile information, to allow us to connect with you, improve our products, better understand user reactions and issues, or to reproduce and publish your feedback on our websites. We must tell you that once collected, this information may remain with us even if you delete it from these sites. dMACQ may also add and update information about you, from other publicly available sources.

B. User Responsibilities:

I. Restrictions on Use of the Platform:

- i. You shall not use the Platform for any purpose that is unlawful or prohibited by these Terms and Conditions.
- ii. You shall not use the Platform in any manner that could damage, disable, overburden, or impair any of our servers, or the network(s) connected to any of our servers, or interfere with the accessibility or availability of the Platform or any other party's use and enjoyment of any Services associated with the Platform.
- iii. You shall not misrepresent your identity or personal information.
- iv. You shall not disguise the origin of information transmitted through the Platform. You will not place false or misleading information on the Platform.
- v. Certain areas of the Platform are restricted to the users. You shall not attempt to gain unauthorized access to any section of the Site, other accounts, computer systems or networks connected to any of our servers or to any of the services associated with the Site, through hacking, password mining or any other means.
- vi. You will not copy, store, host, transmit, send, use, publish, distribute, input or upload to the Platform any spyware, computer virus, trojan horse, worm, rootkit or other malicious software that are intended to damage, disable, overburden, interfere with, intercept or expropriate our systems, Platform.
- vii. You shall not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform.

- viii. You shall be prohibited from conducting any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Site.
- ix. You shall not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public this Site or the contents / materials on this Site.
- x. You shall not use or access the Platform in any way that, in our judgment, adversely affects the performance or function of our systems or Platform.
- xi. You will not misrepresent or embellish the relationship between you and the Company by expressing or implying that the Company is either related or that it supports, sponsors, endorses or contributes to you.
- xii. You will not delete or modify any content of the Platform, including but not limited to, legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, logos, that you do not own or have express permission to modify.
- xiii. You may not sell, transfer or assign your account.
- xiv. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

II. Responsibility for content:

We have not and cannot review all of the material posted to our Platform, and cannot therefore be responsible for its contents, use or effects. We disclaim any responsibility for any harm resulting from the use of our Services.

III. Consent Granted by User:

When you register for an account with us, you will provide us the following specific authorizations and consents:

- i. You understand that the Company may contact you directly using the information provided i.e. you may be contacted through email and may receive information in the form of promotions, newsletters, and special offers. Furthermore, you may receive Service-related email messages (e.g. account confirmations / verifications, Service updates / changes, and technical and security notices).

IV. Reliance on information posted:

- i. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk.
- ii. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents. The Site may include content provided by third parties, including materials provided by other users, bloggers and other third parties.
- iii. All statements and / or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

V. Opt-out & Modifications

- i. Customers may opt out of receiving notices of new or upgraded products from dMACQ and dMACQs partners by sending a request to info@dmacq.com. In this request to info@dmacq.com, customers must identify: service purchased from dMACQ, domain name (if applicable), contact information, and the invoice reference for the service that was purchased. However, customers may not opt out of receiving information from dMACQ, which is essential for maintaining or updating customers' accounts or system information.

- ii. All customers may modify their personal information by contacting dMACQ accounts team – accounts@dmacq.com.

VI. Intellectual Property Rights:

- i. Information provided by the Company or its third party information providers is protected by copyright law, and is proprietary to the Company and / or its third party information providers.
- ii. The protected information found on our Service includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited unless permission is granted in writing by us. We own, solely and exclusively, all rights, title and interest in our Services, all the content (including, for example, audio, photographs, illustrations, graphics, pictures, drawings, sketches, other visuals, video, copy, recordings, software, artwork, images, text forms, etc.), code, data and materials thereon, the look and feel, design and organization of our Service, and the compilation of the content, code, data and materials on such Service, including but not limited to any copyrights, trademark rights, patent rights, database rights, domain name rights, moral rights, and other intellectual property and proprietary rights therein (“Intellectual Property Rights”). Your use of the Platform does not grant you ownership of any Intellectual Property Rights.
- iii. All trademarks, logos, service marks and trade names displayed on our Platform are registered to the Company and may not be used unless authorized by us in writing. Nothing contained in any of our Platform should be construed as granting, by implication, any license or right to use any Intellectual Property Rights without our written permission. Your misuse of any Intellectual Property Rights is strictly prohibited.

C. Data Security

dMACQ will protect the confidentiality of its customers information, account information and personal communications to the fullest extent possible and consistent with the law and the legitimate interests of dMACQ, its partners, its employees and other customers of dMACQ services. To protect the loss, misuse, and alteration of information that is collected from customers, dMACQ has appropriate physical, electronic, and managerial procedures in place.

dMACQ may share customer information with selected partners, for example, to provide customers with information about products which might be of interest to the customer or to enable the customer to take advantage of special partner programs. dMACQ may also use customer information to provide its customers with system information or information about new or upgraded products.

D. Opt-out & Modifications

Customers may opt out of receiving notices of new or upgraded products from dMACQ and dMACQs partners by sending a request to info@dmacq.com. In this request to info@dmacq.com, customers must identify: service purchased from dMACQ, domain name (if applicable), contact information, and the invoice reference for the service that was purchased. However, customers may not opt out of receiving information from dMACQ, which is essential for maintaining or updating customers’ accounts or system information.

All customers may modify their personal information by contacting dMACQ accounts team – accounts@dmacq.com.

E. Disclosure Of Customer Information And Communications

dMACQ will not otherwise disclose its customers personal and account information unless dMACQ has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal

action against someone who may be causing harm or interfering with the rights or property of dMACQ, dMACQs customers, or others, or where dMACQ has a good faith belief that the law requires such disclosure.

dMACQ also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail or other electronic communications that dMACQ stores or transmits for its customers. The circumstances under which dMACQ will disclose such electronic customer communications are when: it is necessary in order to provide service to the customer; it is necessary to protect the legitimate interests of dMACQ and its customers; it is required to cooperate with interception orders, warrants, or other legal process that dMACQ determines in its sole discretion to be valid and enforceable; and it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by dMACQ and appear to pertain to the commission of a crime.

F. Geographic Restrictions:

The Company is based in Mumbai, Maharashtra, India. We provide the Site for use only by persons located in India. We make no claims that the Site or any of its content is accessible or appropriate outside of India. If you access the Site from outside of India, you do so on your own initiative and are responsible for compliance with local laws and any actions thereto.

G. Account Termination & Refund Policy:

- i. In case of violation of any provision of these Terms and Conditions, we have the right to disable your username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion with or without reason.
- ii. We may, with or without notice, suspend or terminate your account or your use of the Platform or otherwise deny you access to the Platform at any time and for any reason, including, without limitation, if we suspect that the information provided by you is untrue, inaccurate, not current, or incomplete. You agree that we will not be liable to you or any third party if we suspend or terminate your access to the Platform for any reason.
- iii. **Refund policy:** No refunds are paid on account termination. You may cancel your account at any time but you won't be issued any refund, unless its legally required. You may also not downgrade your subscription from a higher plan to a lower plan.

H. Warranty:

- i. The Site, its content and any services or items obtained through the Platform are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied.
- ii. Neither the Company nor any person associated with the Company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Site.
- iii. Without limiting the foregoing, neither the Company nor anyone associated with the Company represents or warrants that the Site, its content or any Services or items obtained through the Site will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Site or the server that makes it available are free of viruses or other harmful components or that the Site or any Services or items obtained through the Site will otherwise meet your needs or expectations.
- iv. The Company hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

I. Indemnity:

You agree to defend, indemnify, and hold harmless the Company, its contractors / subsidiaries / affiliated companies, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, losses, risks, costs, and expenses (including without limitation attorneys' fees and litigation expenses) relating to or arising from your use of the Platform (or any derivatives of this Service offered to you) or any use under your account whether or not authorized by you, your fraud, violation of law, or wilful misconduct, and any breach by you of these Terms and Conditions, including, but not limited to, your use of our Site, uploading, emailing, posting, publishing, transmitting or submitting any content related to our Site, or any misrepresentation, breach of warranty or certification made by you.

J. Limitation of Liability:

To the fullest extent provided by law, in no event will the Company, its affiliates or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Site, any sites linked to it, any content on the Site or such other websites or any Services or items obtained through the Site or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain, and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, the foregoing does not affect any liability which cannot be excluded or limited under applicable laws.

K. Governing Law and Jurisdiction:

These Terms and Conditions shall be governed by and construed in accordance with the laws of India. Subject to Clause L hereinbelow, any disputes that might arise between you and the Company shall have the exclusive jurisdiction of the Courts in Mumbai, Maharashtra.

L. Dispute Resolution:

You agree that any claims, dispute and or difference (including a dispute regarding the existence, validity, interpretation or alleged breach of the terms and conditions) arising out of, or relating to these Terms and Conditions shall be referred for arbitration to mutually appointed arbitrator under the provisions of Arbitration and Conciliation Act, 1996 and the amendments thereto from time to time. The venue of Arbitration shall be at Mumbai, Maharashtra and the language shall be English.

M. Grievance:

If you have any complaints, concerns, or grievances regarding the use of the Platform, the Services, or these Terms and Conditions, you may contact at info@dmacq.com.

N. Miscellaneous:

- i. Entire Agreement.** Except as expressly provided in other written agreements between you and the Company these Terms and Conditions and the Company's Privacy Policy constitute the entire agreement between you and the Company with respect to the use of the Platform. Certain Product or Services may require you to enter into separate agreements that supplement these Terms and Conditions and the Company's Privacy Policy. In case of conflict, the terms of the additional agreement will govern for those specific Product or Services.

- ii. Force Majeure.** We will not be liable for any delay or failure to perform any obligations under these Terms and Conditions wherein the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical and power outages, utilities, blockages, embargoes, outbreak of diseases, pandemics or epidemics, riots, acts of government, acts of terrorism, or war.
- iii. Compliance with the applicable law.** You shall comply with all applicable laws, rules and regulations. You shall comply with all applicable provisions, as amended from time to time, including but not limited to (i) the Information Technology Act, 2000 and the rules made thereunder; (ii) all applicable domestic laws, rules and regulations. You shall not engage in any transaction, which is prohibited by the provisions of any applicable law or regulation for the time being in force.
- iv. Severability.** If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.