

TERMS AND CONDITIONS

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Introduction

Welcome to **Crayontek Consulting Private Limited** ("Company", "we", "our", "us")!

These Terms of Service ("Terms", "Terms of Service") govern your use of our website located at **crayontek.com** (together or individually "Service") operated by **Crayontek Consulting Private Limited**.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at **info@crayontek.com** so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at **info@crayontek.com**.

Terms and Conditions

The term User shall refer to the user who is browsing the site. The term CRAYONTEK shall refer to Crayontek Consulting Private Limited. The term Site refers to www.crayontek.com owned and monitored by Crayontek Consulting Private Limited

By using the Site, you agree to follow and be bound by the following terms and conditions concerning your use of the Site. CRAYONTEK may revise the Terms of Use at any time without notice to you. Areas of the Site may have different terms of use posted. If there is a conflict between the Terms of Use and terms of use posted for a specific area of the Site, the latter shall have precedence with respect to your use of that area of the Site.

CRAYONTEK may terminate User's access at any time for any reason. The provisions regarding to disclaimer of warranty, accuracy of information, and indemnification shall survive such termination. CRAYONTEK may monitor access to the Site.

All content present on this site is the exclusive property of CRAYONTEK. The software, text, images, graphics, video and audio used on this site belong to CRAYONTEK. No material from this site may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from CRAYONTEK. All rights not expressly granted herein are reserved. Unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. CRAYONTEK is a registered trademark of CRAYONTEK CONSULTING PRIVATE LIMITED. This trademark may not be used in any manner without prior written consent from CRAYONTEK CONSULTING PRIVATE LIMITED.

CRAYONTEK does not make any warranties, express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to any information, data, statements or products made available on the Site and it will be responsibility of Individual

The Site, and all content, materials, information, software, products and services provided on the Site, are provided on an "as is" and "as available" basis. CRAYONTEK expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement or any other warranty

CRAYONTEK 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, information from the Site.

CRAYONTEK may change or discontinue any aspect of its web site at any time, including, its content or features. CRAYONTEK reserves the right to change the terms and conditions applicable to use of the Site. Such changes shall be effective immediately upon notice, which shall be placed on the Site. We reserve the right to modify, suspend or discontinue all or any portion of the Site at any time, with or without notice. Unless stated otherwise, any new features to the current Site shall be subject to these Terms of Use. This Site is currently accessible to users without charge; however We reserve the right to charge users for access to or use of any portion of the Site in the future as decided by management from time to time. These Terms of Use may be modified by CRAYONTEK at any time with or without prior notice. Any such changes will be posted on the Site. Your continued use of the Site shall be deemed acceptance of any modifications.

Crayontek and its directors, officers and employees shall not be liable for any direct, indirect, special, incidental, exemplary or consequential damages (including damages for loss of business, loss of profits, litigation or the like) arising out of (a) the use of the site, (b) the content on the site, (c) web sites linked to this site and the content, goods and/or services provided therein (d) any decision made or action taken by you in reliance upon the information within, or content of, the site, and/or (e) the inability to use the site and content contained therein (including, but not necessarily limited to, loss of profits, goodwill or savings, downtime, damage to or replacement of programs and data), whether based in contract or tort (including

negligence), product liability or otherwise (but excluding claims arising out of personal injury or death) even if advised of the possibility of such damages. Crayontek cannot and does not guarantee continuous, uninterrupted or secure access to the site. The provisions of this paragraph will survive any termination of this agreement. Some states do not allow the limitation of liability, so the foregoing limitation may not apply to you. User agrees to indemnify, defend and hold CRAYONTEK harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any misuse by the User of the content and services provided on the Site.

The information contained in the Site has been obtained from sources believed to be reliable. CRAYONTEK completely disclaims all warranties as to the accuracy, completeness or adequacy of such information.

CRAYONTEK makes no warranty that: (a) the Site will meet your requirements; (b) the Site will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Site or any services offered through the Site will be accurate or reliable.

CRAYONTEK maintains this site in India and you agree that these terms of use and any legal action or proceeding relating to this site shall be governed by **the laws of** the state without reference to its choice of law rules. If you attempt to bring any legal proceedings against CRAYONTEK you specifically acknowledge that CRAYONTEK is free to choose the jurisdiction of our preference as to where such action against us may be held. As you have agreed by using this site to choose the laws of the state of Maharashtra to govern any such proceedings, we will probably choose to defend any such action in Maharashtra and we can make this decision entirely as it suits us, without regard to where in the world you are located, or from where in the world you visited this site.

You are responsible for complying with the laws of the jurisdiction from which you are accessing this site and you agree that you will not access or use the information on this site in violation of such laws. Unless expressly stated otherwise herein, any information submitted by you through this site shall be deemed non-confidential and non-proprietary. You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you not submit information you consider confidential.

The User's right to privacy is of paramount importance to CRAYONTEK. Any information provided by the User will not be shared with any third party. CRAYONTEK reserves the right to use the information to provide the User a more personalized online experience. On-line information collected and certain other information about You is subject to our Privacy Policy. For more information, please see our full privacy policy

The Site provides links to web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of the Site. You agree that CRAYONTEK is not responsible for the availability of, and content provided on, third party web sites. The User is requested to peruse the policies posted by other web sites regarding privacy and other topics before use. CRAYONTEK is not responsible for third party content accessible through the Site, including opinions, advice, statements and advertisements, and User shall bear all risks associated with the use of such content. CRAYONTEK is not responsible for any loss or damage of any sort User may incur from dealing with any third party

This Terms of Use constitutes the entire agreement between You and CRAYONTEK with respect to the Site. If any provision of this Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Terms, which shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only.

You acknowledge that you have read these terms of use, understand it, and agree to be bound by it. You further agree that it is the complete and exclusive statement of the agreement between you and crayontek which supersedes any proposed or prior agreement, oral or written, and any other communications between you and crayontek relating to your use of the site.

If you have any questions or comments about our Terms of Use, you can contact us at info@crayontek.com

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to info@crayontek.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

0.1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;

0.2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;

0.3. identification of the URL or other specific location on Service where the material that you claim is infringing is located;

0.4. your address, telephone number, and email address;

0.5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

0.6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at info@crayontek.com.

Error Reporting and Feedback

You may provide us either directly at info@crayontek.com or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Crayontek Consulting Private Limited.

Crayontek Consulting Private Limited has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms of service and privacy policies of any third-party web sites or services that you visit.

Disclaimer Of Warranty

These services are provided by company on an “as is” and “as available” basis. Company makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these services, their content, and any services or items obtained from us is at your sole risk.

Neither company nor any person associated with company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither company nor anyone associated with company represents or warrants that the services, their content, or any services or items obtained through the services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the services or the server that makes it available are free of viruses or other harmful components or that the services or any services or items obtained through the services will otherwise meet your needs or expectations.

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.

Limitation Of Liability

Except as prohibited by law, you will hold us and our officers, directors, employees, and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys’ fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this agreement, including without limitation any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local laws, statutes, rules, or regulations, even if company has been previously advised of the possibility of such damage. Except as prohibited by law, if there is liability found on the part of company, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages. Some states do not allow the exclusion or limitation of

punitive, incidental or consequential damages, so the prior limitation or exclusion may not apply to you.

18. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

20. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

21. Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

22. Waiver And Severability

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

23. Acknowledgement

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

24. Contact Us

Please send your feedback, comments, requests for technical support by email:
info@crayontek.com.