

TERMS AND CONDITIONS

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS
EFF FACTOR SOFTWARE.**

Terms of Use of Eff Factor as a Service

Eff Factor Software as a service is offered by Piiritu Innovations Pvt. LTD ("**we**", "**us**", "**our**", "**Piiritu**"). We are a Private limited company registered in Mumbai, India, company Company registration no.U72900MH2017PTC297672. Our registered office is at: 1 , Kakad Industrial Estate , S. Keer Road, Off L. J. Road, Mahim (W) Mumbai 400 016.

By using the software as a service, you confirm that you accept these Terms of Use of Eff Factor Software as a Service (Terms of use of service) and that you agree to comply with them. If you do not agree to these Terms of use of service, you must not use the software service.

1. SCOPE OF WORK

1.1. Piiritu shall provide Web-based Software Application "EFF FACTOR" as a service with all other obligations, functions and duties as specified in these Terms of Use.

2. PERIOD

2.1. Unless terminated in accordance with these **Terms of use of service**, the period covered would be the period for which the customer has paid the service charges as per the Terms of Use.

2.2. In case of the first time user, the period of subscription shall commence on the next day of the realization of the payment or the date on which access to the software is granted whichever is later.

2.3. In case of renewal, the period of subscription shall commence from the next day of expiry of the previous period for which the last subscription/service charges was paid.

3. SERVICE CHARGES

- 3.1.** The service charges payable based on the on the version of the software, no. of users, the period of service/use, shall be displayed on the website and/or communicated by any other means as the company may decide.
- 3.2.** Service charges as applicable on the date of payment shall be paid (subject to deduction of applicable taxes), on or before commencement of the service in case of new subscriber/customer and one week in advance in case of renewal and the same will not be refundable, subject to Para 6.13.
- 3.3.** In case, the service charges for renewal are not received in accordance with these terms of use, the company shall have the right to terminate the service without any further communication.
- 3.4.** In case, the certificate for Tax deducted is not furnished to the company in the stipulated time period, the company shall have right to adjust the relevant amount of TDS in the remaining period as unpaid subscription/service charges.

4. REPRESENTATIONS AND WARRANTIES

- 4.1.** **Piiritu** hereby represents, warrants and confirms to **customer/subscriber** that:-

It has full capacity, power and authority and will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions(including where applicable without limitation obtaining of all Governmental and other necessary approvals/consents/licenses in all applicable jurisdictions) AND to authorize the execution, delivery and performance of these Terms of Use.

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5. ADDITIONAL SUUPPORT

- 5.1.** If any additional training or support is required by **CUSTOMER/SUBSCRIBER** the same will be provided by **Piiritu** on such terms & conditions as may be mutually agreed upon.

6. OTHER TERMS AND CONDITIONS

- 6.1.** **CUSTOMER/SUBSCRIBER** shall, to the best of its ability, ensure that the server (hosting the software of **Piiritu**) is not subjected to hacking or spam.
- 6.2.** **CUSTOMER/SUBSCRIBER** realizes that **Piiritu** will use its best efforts to ensure that the service provided by their system is uninterrupted and bug free, however Piiritu cannot ensure 100% up-time and zero defects.
- 6.3.** It is **CUSTOMER/SUBSCRIBER** 's responsibility to check the correctness of the reports and also to input correct and complete data.
- 6.4.** **CUSTOMER/SUBSCRIBER** agrees that "Eff Factor" software will have a predefined set of reports. **CUSTOMER/SUBSCRIBER** is also aware of the features of the software.
- 6.5.** **Piiritu** cannot and will not be responsible for any errors caused by viruses received from anybody or any other third party software, hackers or network issues. **Piiritu** is not responsible for slow response of the server or break down in service beyond Piiritu's control.
- 6.6.** Implementation efforts like master creation and time data inputs, report generation, backup of employees' inputs, etc. will be done by **CUSTOMER/SUBSCRIBER**.

- 6.7. CUSTOMER/SUBSCRIBER** will not remove **Piiritu** /Eff Factor logo / name from any of the output generated from the software or reports.
- 6.8. Piiritu** has the right to add new reports or features to the software for better services.
- 6.9. Piiritu** will not do any kind of printing or data entry work which has to be done by **CUSTOMER/SUBSCRIBER**.
- 6.10. Piiritu** support will be through telephone/mail. **Piiritu** will have a one-point contact with **CUSTOMER/SUBSCRIBER** 's authorized person for all support and correspondence. Support will be provided between **10:00 AM to 06:00 PM** from **MONDAY to FRIDAY**, excluding Government Holidays.
- 6.11. CUSTOMER/SUBSCRIBER** agrees not to tamper with or otherwise attempt, to defeat the safeguards that are present in the software. **Piiritu** may add further software protection.
- 6.12. CUSTOMER/SUBSCRIBER** agrees not to allow the software to be subjected to reverse engineering, de-compiling, and disassembling, copying, modifying or developing competitive software.
- 6.13. Piiritu** shall make every effort to maintain a regular and continuous service but does not guarantee to do so. Under any unavoidable circumstances if there is a failure / alteration/suspension/cancellation or termination of service, **Piiritu** shall not be liable to **CUSTOMER/SUBSCRIBER** for any consequential loss, damage, inconvenience. However, in case of permanent suspension of service under any unavoidable circumstances, **Piiritu** shall be liable to refund the service charges received for the period for which service is or would not be provided.

7. SERVICE LEVEL AGREEMENT

7.1. Level 1: BASIC QUERIES

Basic queries to be resolved normally with tele-support from **Piiritu** within maximum time period of 8 hours from the time of raising a query (i.e. 1 Working Day)

7.2. Level 2: TECHNICAL QUERIES

Technical queries to be resolved normally with tele-support from **Piiritu** within maximum time period of 16 hours from the time of raising query (i.e 2 working days)

8. NON DISCLOSURE AGREEMENT

8.1. Piiritu understands that any information provided by the client in pursuance of these terms and services offered are confidential in nature and that **Piiritu** agrees to protect the secrecy of the said confidential information in order to prevent it from falling into public domain and / or misuse. **Piiritu** agrees that it shall take such measures with highest degree of care that **Piiritu** would take to protect its own confidential information of a similar nature, but in no event less than reasonable care. **Piiritu** further agrees not to duplicate the **CUSTOMER/SUBSCRIBER** 's information except for the purpose of taking backup. The right of confidentiality shall survive the termination and / or expiry of this agreement. **Piiritu** has the right to publish the **CUSTOMER/SUBSCRIBER** name and logo for any marketing purpose only after written consent.

9. FORCE MAJEURE

9.1. If either Party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, War like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this Agreement. Each Party agrees to use all reasonable efforts to enable performance under this Agreement to continue.

10. ENTIRE AGREEMENT

10.1. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and overrides all previous communications, either oral or written, between the Parties with respect to the subject matter hereof and no agreement or understanding varying or extending the same shall be binding upon any Party unless arising out of the specific provisions of this Agreement and is in writing.

11. ARBITRATION AND GOVERNING LAW

11.1. All disputes, differences, claims, demands and questions of whatsoever nature arising out of or relating to or in pursuance of or touching this deed or the construction meaning, scope, operation, effect or application thereof, or of any thing or clause contained therein, or any account or liability of any of the parties hereto, or as to any act deed matter or thing done or omitted to be done in any way relating to these presents, arising either during the continuance of this agreement or afterwards, shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties. Such arbitration shall be in accordance with and subject to the

provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. All such arbitration proceedings shall be held at Mumbai. The governing law shall be the substantive laws of India.