

Terms of Use

These website Terms of Use, Privacy Policy and such other policies or terms as may be prescribed (“**Terms**” or “**Terms of Use**” or “**Terms and Conditions**”) by Vatayanvid Consulting apply to any user’s (hereinafter, “**you**” or “**your**”) access to and use of our website www.vatayanvid.com, our mobile application/m-site or web-based services (hereinafter referred to as the “**Site**” or “**Platform**”), which is operated by Vatayanvid Consulting and its affiliates or associated firm (collectively “**Vatayanvid, we, our or us**”).

This Platform, including all materials presents (excluding any applicable third party materials or User Generated Contents), is the property of Vatayanvid Consulting and is copyrighted and protected by applicable copyright laws. Our names, brand and logos and all page headers, all custom graphics, all button icons, and all trademarks, service marks and logos appearing on this Platform, unless otherwise noted, belongs to us. You hereby agree to comply with all copyright laws in your use of this Platform and to prevent any unauthorized copying of the materials. We do not grant any express or implied rights under any patents, trademarks, copyrights or trade secret information.

This Platform is expressly not intended for use by anyone under the age of eighteen, and we do not market to or knowingly collect any information or accept any submissions from anyone under the age of eighteen.

1. Definitions:

- a. “Personal Information” means any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. Examples of Personal Information include your name, address, and e-mail address.

- b. “User Generated Content” refers to all of the information, text, photographs, images, illustrations, graphics, design, interface, sounds, video, audio-video clips, and other content you post on or through this Platform using the social networking tools or any other mode, we make available to registered members of this Platform. One way that User-Generated Content differs from other information you provide to us is that, once submitted, User-Generated Content is made available instantaneously to others who visit this Platform. Examples of User-Generated Content include comments posted to discussion boards and product reviews.

2. Your Consent:

- a. By accessing, using, downloading, browsing, and shopping on this Platform, you hereby accept and agree, without limitation or qualification, to abide by the terms and conditions set forth in this Terms, which form a legally binding agreement between you and us, in connection with the access to or use of this Platform. You are requested to read these Terms carefully before accessing Platform. In the event of you not agreeing to these Terms, you are requested to not to use the Platform.

- b. In addition to these Terms, you may be required to comply with the Terms of the third parties, whose links are contained/embedded in the Service or Terms, it is therefore clarified that we shall not be held liable for any such transaction between the User and any such third parties.

3. Modifications and discontinuation:

- a. Access to and use of this Platform and the information, materials, products and services available through this Platform are subject to all applicable laws and regulations and to these Terms.
- b. We may change or amend these Terms (including any portion of it) as and when the need arises, at any time, with or without advance notice and the same will be made available on the Platform at any time, with or without advance notice and such modified or amended, addendum or supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.
- c. These Terms together with any supplemental terms or addendum terms if any available on the Platform supersede all previous terms communicated to you by us, for the use of the Platform and all of our rights and liabilities with respect to any Services to be provided will be limited to these Terms.
- d. The information on this Platform may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and change or update information from time to time, with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, of this Platform.
- e. These changes will be effective as of the date we post the revised version on this Platform. We encourage you to check this policy regularly for any changes. Your use of this Platform following any such change constitutes your consent to the terms of the revised Terms. In the event of you not agreeing to these terms and conditions, you are requested to not to use the Platform.
- f. We reserve the right at any time and from time-to-time to delete, suspend or discontinue, temporarily or permanently this Platform (or any portion thereof) and/or the information, materials, products and/or services available through this Platform (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this Platform. You may also terminate these Terms at any time, without assigning any reason, however in the event of your notice of termination of these Terms, you are requested not to use the Platform.

- g. This document is an electronic record in terms of the Information Technology Act, 2000 (“IT Act”) and rules made there under as may be applicable, and the amend pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical signatures.

4. Our Privacy Policy:

- a. We value and respect the privacy of everyone contributing towards our aims, objects and services. Before using this Platform, please carefully review our Privacy Policy (the “Privacy Policy”) <https://www.vatayanvid.com/privacypolicy>. All Personal Information provided to us as a result of your use of this Platform will be handled in accordance with our Privacy Policy. By accessing this Platform, you consent to us, use and handling of any all Personal Information in accordance with the terms of the Privacy Policy. If you do not consent or agree, please exit this Platform. If you have a query, issue, concern, grievance, or complaint in relation to collection or usage of your personal information, please contact us at the contact information provided below. The concern or questions shall be redressed within the period specified as per law.

5. Our Standard Terms of Service:

- a. Any services you obtain from us, which are not governed by a separate written agreement signed by us will be governed by our standard terms and conditions of services, which are expressly incorporated herein. Please read about our standard terms and conditions of services related to various aspects of your availing of services on this Platform.
- b. The Services included on or otherwise made available to you through the Platform are provided on an “as is” and “as available” basis without any representations express or implied, except if otherwise specified in writing. We do not covenant or warrant that:
 - the Services will be made available at all times;
 - the operation of the Platform, including the functions contained in any content, information and materials on the Platform or any third-party sites or service or Platform will be uninterrupted, timely or error-free, that the defects will be rectified, or that the Platform or the servers that make such content, information available are free of viruses or other harmful components the Content available on the Platform is complete, true, accurate or non-misleading; and
 - the product and services are of specified merchantability, merchantable quality and fit for use for a particular purpose.

6. Additional Terms:

- a. We may also require you to comply with additional guidelines, terms, rules or other conditions to sign up to use various special features or password-protected areas of

this Platform, to participate in certain promotions or activities available through this Platform, or for other reasons. In such cases, you may be asked to expressly consent to these additional terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement which is another agreement that will govern your use of the applicable website. If any of the terms of a click-through agreement are different than the terms of these Terms, the terms of the click-through agreement will supplement or amend these Terms, but only with respect to the matters governed by the click-through agreement.

7. Content on the Platform:

- a. All information, content, material and intellectual property rights contained on the Platform is and continues to be our intellectual property. This Platform, including all of the software and code comprising or used to operate this Platform, and all of the text, photographs, video and audio-video clips, images, illustrations, graphics, sound recordings, and other materials available on this Platform, including without limitation User-Generated Content (as defined above) (collectively “Content”) are protected under applicable intellectual property and other proprietary laws. Further, all contents, trade marks, trade names, brand, brand name, logo, trade secrets etc. in relation to the Platform, whether or not displayed on the Platform, are our proprietary. The presence of any Content on this Platform does not constitute a waiver of any right in such Content.
- b. You do not acquire ownership rights to any such Content viewed through this Platform. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, engineering, photocopying, recording, or otherwise, without our express prior written permission.
- c. This Platform may allow you to submit or upload content called as User-Generated Content for which you are solely responsible and under no circumstances we will be liable in any way for any User-Generated Content including without limitation any errors or omissions therein posted to this Platform. We are not liable for any loss or damage of any kind you claim was incurred as a result of the use of any User-Generated Content posted, e-mailed, transmitted or otherwise made available on this Platform, whether by us, individual users of this Platform, or our third-party contractors or licensors. Neither we control the User-Generated Content posted on this Platform, nor we warrant or guarantee the truthfulness, integrity, suitability, or quality of that User-Generated Content. Therefore you also agree and understand that by accessing this Platform, you may encounter User-Generated Content that you consider to be objectionable.

- d. Any User-Generated Content owned to you and submitted on the Platform, may be used by us. In case if any User-Generated Content is your original work, then you may be the copyright owner of that work, but, by uploading, posting, transmitting or otherwise making any User-Generated Content available on or through this Platform, you are granting us and our affiliates, associates, successors and assigns, a nonexclusive, fully-paid, perpetual, irrevocable, worldwide, and royalty-free right and license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, commercialize or act on any material, review, feedback, comments etc., that User-Generated Content in any and all media or form of communication whether now existing or hereafter developed, without notification, compensation, or attribution to you, and without your consent, and the right to use the name that you submit in connection with such content, if we choose to do so, for the full term of any rights that may exist in such content, and the you waive an contrary over all feedback, comments, ideas or suggestions or any other content provided by you through this Platform.
- e. We reserve the right at all times to disclose any User-Generated Content or information as is necessary to satisfy any law, regulation or governmental request. We also reserve the right, but do not assume the obligation, to remove any User-Generated Content, in whole or in part, without notice and for any reason, including, without limitation, User-Generated Content that is objectionable or in breach of these Terms, in our sole discretion. In addition, we reserve the right, but do not assume the obligation, to terminate your access to and use of any of this Platform, or to censor, edit or block your transmissions thereto, in our sole discretion. You agree that the exercise of us of such discretion shall not convert or transform User-Generated Content to Content owned or provided by us, and the user who made such User-Generated Content available on this Platform will retain ownership thereof as described above.
- f. In connection with the User-Generated Content and your use of the Platform that you do not:
- post or transmit any violates or infringes upon the rights of others,
 - infringe copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity,
 - post or transmit any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, misleading, racially disparaging, or indecent Content of any kind,
 - post or transmit any content that contains the image, name or likeness of anyone other than yourself,
 - post or transmit any content soliciting any personal, sensitive or private information from any individual,
 - harms minors in any way,

- post or transmit content contains a virus or other harmful component,
 - post or transmit any content that contains advertising, promotions or marketing, or which otherwise has a commercial purpose,
 - any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law.
- g. You represent and warrant that (i) you are 18 (eighteen) years of age or older; (ii) your use of the Platform and/or Services will not violate any applicable law or regulations; and (ii) all information that is submitted in connection with the Platform and/or Services is true and accurate.

8. Links to Other Sites:

- a. This Platform may contains links to other websites, including sites operated by our service providers or unrelated companies. We do not approve, endorse or accept any responsibility for such link or Web sites, its content or use, or the use of products and services made available through such Web site. We do not investigate, monitor or check such Web sites for accuracy, completeness or conformance with applicable laws and regulations. We do not make any representations whatsoever, or give any warranties of any kind, expressed, implied, or otherwise about other Web sites that you may access through this Site, the content thereof, or the products or services made available through such Web sites. If you decide to leave this Platform and access these other Web sites, you do so at your own risk. All rules, policies (including privacy policies) and operating procedures of such Web sites will apply to you while on such Web sites.

9. Your Obligations:

- a. In consideration of your use of this Platform, if you register on this Platform to avail services, receive information, or otherwise, you agree to provide true, accurate, current and complete information about yourself. Your account, including your username and password, are personal to you and may not be used by anyone else. You are responsible for maintaining the confidentiality of your password and username and are fully responsible for all activities that occur under your password or username by you or by anyone else using your username and password, whether or not authorized by you. You agree to immediately inform us, using the contact information provided below, of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password, and until we are so notified you will remain liable for any unauthorized use of your account.
- b. You agree to indemnify, release and hold us harmless as well as our officers, directors, partners, agents, representatives and employees from any claim, liability, loss, expense or demand, including legal fees, related to your violation of these Terms or your access or use of this Platform (including any information, materials, products or services available through this Platform).

10. Disclaimer:

- a. THIS PLATFORM AND ALL OF ITS CONTENT (INCLUDING ALL USER-GENERATED CONTENT) ARE PROVIDED FOR USE “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS PLATFORM OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS PLATFORM, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS PLATFORM, ITS CONTENT, ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH THIS PLATFORM, AND ANY SITE WITH WHICH IT IS LINKED.
- b. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THIS PLATFORM, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS PLATFORM WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION ACCESSIBLE VIA THIS PLATFORM, OR ANY SITE WITH WHICH IT IS LINKED, IS ACCURATE, COMPLETE, OR CURRENT. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT APPEARING ON THIS PLATFORM.
- c. WE DO NOT ENDORSE ANY OPINION, ADVICE, COMMENT OR STATEMENT MADE ON THIS PLATFORM BY USERS OF THIS PLATFORM, AND USER-GENERATED CONTENT DOES NOT IN ANY WAY REFLECT THE OPINION, ADVICE OR STATEMENT OF US. WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. WE DO NOT REPRESENT OR WARRANT CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OR USE OF THIS PLATFORM. YOU ACCEPT THAT OUR, OWNERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.
- d. Nothing in these terms will affect any statutory rights to which you may be entitled as a consumer to the extent your ability to alter or waive such rights by contract is limited by applicable law.

11. Exclusions and Limitations of Liability:

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS PLATFORM OR ANY WEB SITE WITH WHICH IT IS LINKED, OR ANY MERCHANDISE AVAILABLE ON THIS PLATFORM. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.
- b. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED RUPEES FIVE THOUSAND (INR 5000).
- c. OUR LIABILITY IN CONNECTION WITH A CUSTOMER'S/CLIENT'S SERVICE IS EXPRESSLY LIMITED TO TERMS SET FORTH IN SPECIFIC CONTRACT WITH THE CUSTOMER OR IN THE ABSENCE OF THE SAME, STANDARD TERMS AND CONDITIONS OF SERVICES SHALL PREVAIL AND APPLICABLE TO SUCH SERVICES (NONE OF WHICH ARE INCLUDED IN THESE TERMS), AND ALL CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARE HEREBY EXCLUDED.
- d. NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS, WE WILL NOT BE HELD AND DEEMED TO BE HELD IN DEFAULT OR BE RESPONSIBLE FOR DELAY OR FAILURES IN PERFORMANCE OF SERVICES RESULTING FROM ACTS BEYOND OUR REASONABLE CONTROL. SUCH ACTS SHALL INCLUDE BUT NOT BE LIMITED TO ACTS OF GOD, RIOTS, ACTS OF WAR, STRIKE OR LABOR DISPUTE, EPIDEMICS, PANDEMICS, TRADE EMBARGOES, FIRE, TYPHOONS, EARTHQUAKES, OTHER NATURAL CALAMITIES, DISASTERS OTHER VIOLENCE, OR ANY LAW, ORDER, OR REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR AUTHORITY ETC.

- e. Your statutory rights as a consumer, if any, which cannot be affected, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

12. Grievance Officer and Notice:

- a. If you have a query, issue, concern, grievance or complaint in relation to collection or usage of your personal information under this Policy, please contact to our Grievance Officer as per detail provided below. The complaint shall be redressed within the period specified as per law.

Raj Singh
Vatayanvid Consulting
Block-C, FCA-1435,
20 Feet Road, SGM Nagar,
Faridabad, Haryana, 121001
Email: raj.singh@vatayanvid.com
Phone: +91 9599773630

- b. In case if need arises, we may issue any notice related to services, terms etc. and the same shall be in writing and shall be sent by registered/speed post or courier or at the email address mentioned in your account. You may give any notice to us at the contact address mentioned here above.

13. Entire Understanding:

- a. These Terms (together with our Privacy Policy standard terms of service and any click-through agreements on this Platform, and any additional agreements or terms referenced in any of the foregoing) contain the entire understanding between you and us with respect to use of this Platform and no representation, statement, or inducement oral or written, not contained herein shall bind any party to this agreement.

14. Non-Waiver:

- a. No provision in these Terms will be deemed waived and no breach excused, unless such waiver or consent is in writing given by us. Any consent by waiver of a breach by the User, whether expressed or implied, will not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15. Severability:

- a. If any term of the Terms is held to be invalid or unenforceable by any judicial, applicable law, professional regulations or other competent authority but would be valid or enforceable if some parts of the term were modified or deleted, the term in question will apply with the minimum modification or deletion necessary to make it valid and enforceable, and the other provisions in the Terms will be unimpaired and remain in full force and effect.

16. Governing Law & Jurisdiction:

- a. These Terms shall be subject to, governed by and construed under the laws of India, and be subject to exclusive jurisdiction of the courts of Noida, Uttar Pradesh.

17. Removal of Content:

- a. In general if you believe Content on this Platform violates your rights and want us to remove it, please send a written request explaining why you would like to have the Content removed to the address provided above. While we do not have any obligation to remove Content merely because of a removal request, we will review all such requests and will remove Content that we determine should be removed, in our sole discretion and in accordance with our Terms, Privacy Principles, and applicable law.

18. Your Feedback:

- a. We very much want to know what our clients or customers like and don't like about our services/products, and we welcome your comments, feedback, suggestions and other communications regarding this Platform and the information, products, and services we make available through this Platform (collectively, "Feedback"). By submitting Feedback, however, you represent and warrant that any ideas or information you include in your Feedback are not confidential or proprietary in any way and that you have the legal right to disclose the ideas and information. Additionally, all Feedback you provide to us through this Platform will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

*Last updated on*_____