

Terms & Conditions: -

This is an agreement between Reboot Marketing Private Limited (Having Incorporation No. U74140WB2021PTC243170, hereinafter referred to as 'the company') & Client (hereinafter referred as You, Your, who have taken any service from Reboot marketing private Limited in any form).

You must be of legal age to enter into a binding agreement to accept the Terms. By accepting Quotation/Proposal in any form (Client's Personal/Business Email, Personal WhatsApp No. Ph No./Business Whatsapp No or Client's Staff WhatsApp/Email), you are by default agreeing with these terms & conditions. We always encourage you & provide the Terms & Conditions Link in the Quotation/Proposal on your preferred channel (Whatsapp/Mail/Others Media). It is suggested to check twice all the terms & conditions before accepting any contract with us.

Reboot Marketing Pvt Ltd reserves the right to update and change the terms and conditions that apply to all clients without notice. The updated terms and conditions will only be in effect once they are published on the reboot marketing.in web site. Continued use of the Reboot Marketing Pvt Ltd product after any such changes shall constitute your consent to such changes.

Description of Service

We provide an array of services - online collaboration and management including Android App Development, IOS App Development, SAAS Development, Website Development, Digital Marketing, Social Media Marketing, etc. You may use the Services for your personal and business use or for internal business purposes in the organization that you represent. You may connect to the Services using any Internet browser or Mobile Applications supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services.

Policy for Beta Service

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Reboot Marketing Pvt Ltd will not be liable to you or any third party for any harm related to, arising out of, or caused by the modification, suspension, or discontinuance of any of the Beta Services for any reason.

Organization Accounts and Administrators

When you subscribe to any services for your organization you may specify one or more administrators. The administrators will have the right to configure the Services based on your requirements and manage end users in your organization account. If your organization account is created and configured on your behalf by a third party, such a third party has likely assumed an administrator role for your organization. Make sure that you enter into a suitable agreement with such a third party specifying such party's roles and restrictions as an administrator of your organization account.

You are responsible for i) ensuring confidentiality of your organization account password, ii) appointing competent individuals as administrators for managing your organization account, and iii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that Reboot Marketing Pvt Ltd is not responsible for account administration and internal management of the Services for you.

You are responsible for taking the necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by sending an email to legal@rebootmarketing.in, provided that the process is acceptable to Reboot Marketing Pvt Ltd. In the absence of any specified administrator account recovery process, Reboot Marketing Pvt Ltd may provide control of an administrator account to an individual providing proof satisfactory to Reboot

Marketing Pvt Ltd demonstrating authorization to act on behalf of the organization. You agree not to hold Reboot Marketing Pvt Ltd liable for the consequences of any action taken by Reboot Marketing Pvt Ltd in good faith in this regard.

Personal Information and Privacy

The personal information you provide to Reboot Marketing Pvt Ltd through the Service is governed by Reboot Marketing Pvt Ltd Privacy Policy. Your election to use the Service indicates your acceptance of the terms of Reboot Marketing Pvt Ltd. You are responsible for maintaining the confidentiality of your username, password, and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to account@rebootmarketing.in or by calling us on any of the numbers listed on <https://rebootmarketing.in>. We are not responsible for any loss or damage to you or any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from Reboot Marketing Pvt Ltd

The Service may include certain communications from Reboot Marketing Pvt Ltd, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt out from receiving service announcements and administrative messages.

Complaints

If we receive a complaint from any person/Organisation against you concerning your activities as part of the use of the Services, we will forward the complaint to the primary email address /Phone No of your user account. You must respond to the complainant directly within 7 days of receiving the complaint forwarded by us and copy Reboot Marketing Pvt Ltd in the communication. If you do not respond to the complainant within 10 days from the date of our email to you, we may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 7 days' time limit will be construed as your consent to the

disclosure of your name and contact information by Reboot Marketing Pvt Ltd to the complainant.

Fees and Payments

The payment methods will be strictly Online Only by You to Reboot Marketing Pvt Ltd's Current Account. In rare cases, you can Pay in Cash. We encourage you must take an Invoice against any payment else failing to show Payment proof will be treated as Void. The payment for our services varies from project to project, you will be notified in the Quotation/Proposal regarding the payment Model. By default, you are agreeing to our standard Payment Model where 30% Payment Must be Done before starting the project, 40% during the Project, & the rest 30% After delivering the services. He the term "Delivery" is defined as completing the Service as per Quotation or Proposal.

We are not responsible for any mid-project mindset changes or model changes. Any Changes request in the middle or just before delivery services that are not mentioned in the Quotation or Proposal, WILL NOT BE ENTERTAINED. Reboot Marketing Pvt Ltd's decisions are full & final. However, we can consider any Minor Changes with proper Justifications, & You will be charged extra for the same. The Extra charge will be determined by Reboot Marketing Pvt Ltd only. In this case, the Delivery may be delayed & Reboot Marketing Pvt Ltd will be the only decision-maker.

Delivery

In the event of a new concept adding in the service which is not mentioned Quotation or Project, we will decide the delivery date. We will also define the standard delivery date in the Quotation but can't take assurity of the delivery time. You are only responsible for providing Raw materials like Graphics, logos, Content If required or asked in the Quotation or By Official mail ID or Ph No or In Whatsapp. If Raw materials are not received within time, we are not responsible to deliver our services within time. You will be Only liable for this Incident.

The Project or Services will be delivered to you only as described in the Quotation or Proposal shared in the PDF JPG Text form in the Email/Whatsapp No of anyone of your Organisation. Any other request rather than Quotation/Proposal will not be entertained during delivery. However, we may consider that for the future & deliver the same by taking appropriate wages.

All Raw Material Data by default you must share content.rebootmarketing@gmail.com, Data/Raw Materials shared in any other media will be treated as void.

In the event of Not Paying Payment within time or as described above, we may cancel the contract & If partly Paid that amount will be treated as Void.

From time to time, we may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then-current billing cycle. You will not be charged for using any Service unless you have opted for a paid subscription plan.

We always encourage & proactively provide credentials used while building the App/Website/Service, like Admin panel, Hosting Domain, etc. However once these details are communicated with you or your organization, we don't take liability for any service or product-related issues. However, Playstore App releases will be always from Reboot marketing Pvt Ltd's account. You may request for your own publishing but we are the sole decision-maker here. In the event of accepting the request, you need to pay Play Store Developer Account's Time Fees to Google & Our Fees Extra for Realising. Also, any other form of resources like SMS APIs, Notification APIs, Payment Gateway APIs, Whatsapp APIs, Courier APIs, Location API or any other API service If need while developing the product/services,

You have to be paid in advance for that, & in the event of a delay or not providing the supporting material, payment, purchase hosting, domains, we may cancel your delivery & no refund will be made. There would be a 7 days warning period after that your contract will be void & no refund will be entertained.

At any Point In time, We may consider stopping delivery or cancel providing services in the event of breaching or not following our terms & conditions & any payment will be void hence no Refund will be entertained.

At any Given Point in time, we are not responsible for illegal uses of the Delivered product or attach with product, like Websites, App, etc. Although we maintain & provides continuous services, support as an IT company but uses of that Product/Material I solely responsible by you.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service

based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of Reboot Marketing Pvt Ltd; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe the intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity. We Just Design, Develop & Maintain Websites, Apps, any Illegal activities using services build by us, YOU WILL BE ONLY RESPONSIBLE, & Reboot Marketing Pvt Ltd has No Role here. You also provide us acknowledgement by taking services from us that If any Legal disputes arise due to your activities, Only You will be responsible & protect us legally by your fund only.

Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 90 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and the option to back up your data. The data deletion policy may be implemented concerning any or all of the Services. Each Service will be considered an independent and separate service to calculate the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In the case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant Reboot Marketing Pvt Ltd the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for Reboot Marketing Pvt Ltd commercial, marketing or any similar purpose. But you grant Reboot Marketing Pvt Ltd permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for providing the Services to you, developing a robust marketing strategy for you.

User-Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and maybe crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization, or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Reboot Marketing Pvt Ltd will have the right to block access to or remove such content made available by you if Reboot Marketing Pvt Ltd receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by Reboot Marketing Pvt Ltd for this purpose.

For procedure relating to complaints of illegality or infringement of third party rights in content transmitted or published using the Services, click [here](#).

If you wish to protest any blocking or removal of content by Reboot Marketing Pvt Ltd, you may do so by raising. Support ticket in <https://rebootmarketing.in>

Trademark

Reboot Marketing Pvt Ltd, Reboot Marketing Pvt Ltd logo, the names of individual Services, and their logos are trademarks of Reboot Marketing Pvt Ltd. You agree not to display or use, in any manner, the Reboot Marketing Pvt Ltd trademarks, without Reboot Marketing Pvt Ltd's prior permission.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. REBOOT MARKETING PRIVATE LIMITED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Reboot Marketing Private Limited MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE, OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM Reboot Marketing Private Limited, ITS EMPLOYEES, OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT Reboot Marketing Pvt Ltd SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS,

BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF Reboot Marketing Private Limited HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL Reboot Marketing Pvt Ltd 'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless Reboot Marketing Pvt Ltd, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines, and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Reboot Marketing Pvt Ltd.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in California and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Reboot Marketing Pvt Ltd may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity, or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to legal@rebootmarketing.in within ten days of being notified about the suspension. We may terminate a suspended

or disabled user account after thirty days. We will also terminate your user account at your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if Reboot Marketing Pvt Ltd breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user accounts such as your email address and password, and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact us at legal@rebootmarketing.in