

Terms of Use and Notices (Recital 63)

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NOTE: Meant for web portal visitors, clients, clients employees, employees within the organization and external staff associated with business operation.

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Revision History

S. No	Version	Date	Author	Approval by	Remarks
1.	1.0	30 November, 2018	Nandita Saxena	Naresh Chand	Draft, Supersedes the earlier documented versions and updated with respect to current practices.
2.	1.1	07 February, 2020	Nandita Saxena	Naresh Chand	Minor Changes – making it ready for Implementation phase
3.					
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5.					

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1. NGPSPL Terms of Use and Notices

Please read these terms of use carefully before using this web-portal. By using this web-portal, users declare their acceptance of and undertake to comply with these Terms of Use. If one does not accept these terms, they are requested to refrain from using the web-portal.

A. Provisions on the Use of NGPSPL's Intellectual Property

This web-portal namely, <http://www.kleeto.in> & <https://www.kleeto.in> is owned, controlled and managed by the directors/employees/staffs/members of NGPSPL (hereinafter referred to as "NGPSPL", "we", "our"). Material on NGPSPL's web-portal or on any other web-portal that is owned, managed, licensed to or controlled by NGPSPL may only be used for the purposes for which it is made available or explicitly intended by NGPSPL. This material may not be copied, reproduced, republished, uploaded, mailed, sent or distributed in any other way without our explicit permission. It is also prohibited to use the above-mentioned material on any other web-portal or in any other network environment without our explicit permission.

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Users of our products and services are fully responsible for the use of all the material that they enter in our system. NGPSPL can in no way be held liable; if one or more of its clients and/or users in any way breaches or disrespects copyrights or abuses another party's rights or protected products (i.e., without obtaining reproduction rights.), or in general infringes upon legal or contractual provisions or generally accepted standards of due care. NGPSPL reserves the right, at all times and without stating reasons, to refuse to supply products and services to users or to remove user's information from the system (including, but not limited to, cases involving pornographic material, breach of privacy, breach of code or illegal activities).

The details of a user's registration are password protected, so that only the user and NGPSPL have access to the user's personal information and can view, remove, correct or cancel the details of the user's registration.

All email addresses that users of our products and/or services use to login, as well as billing email addresses, must be valid and actively used. If not, NGPSPL reserves the right, at all times, to refuse to supply products and services to these users or to remove their information from the system.

B. Provisions Concerning Feedback to NGPSPL

NGPSPL welcomes feedback from its clients, and enjoys receiving users' comments on NGPSPL products and services. All ideas and suggestions are welcome, and NGPSPL will take them into consideration. However, we cannot offer any guarantee that such ideas or suggestions will be implemented. We must request that users are specific in submitting their comments about these products and services, and that they should not be sending any source code. We hope our users will understand that the purpose of this request is to prevent future disputes should other people believe that projects developed by NGPSPL's professional staff resemble their own creative work.

If users send ideas, annotations, concepts or other information (together referred to as “Information”) despite our request that they are not to send any source code, the Information will be regarded as NGPSPL’s property. NGPSPL will be the sole owner of all existing and future rights with respect to Information of any sort and nature whatsoever, and will be entitled to unlimited use of the Information for all possible purposes, commercial or otherwise, without owing compensation to the submitter of the Information.

NGPSPL will not be obliged to keep any of the Information confidential nor will NGPSPL be held liable for the use or disclosure of any of this Information. Furthermore, NGPSPL can in no way be held liable if the submitters of the Information in any way breach copyrights, ignore copyrights, abuse another party’s rights or protected products (i.e. without obtaining the reproduction rights.), or infringe upon legal or contractual provisions or generally accepted standards of due care.

C. Termination of the Agreement

This agreement remains in force until it is terminated by one of the parties.

Users can end this agreement by requesting their employer who has active contract with NGPSPL and get their information / documents deleted and also account deleted from NGPSPL server. Users who are visitors to our application / server and are not under legal contract for services with NGPSPL can make a request to terminate the agreement clicking on unsubscribe on web portal or by writing mail to naresh.chand1@kleeto.in. The material the user has entered in our system will be removed immediately.

NGPSPL may also at any time and without prior notice, terminate this agreement if, in the exclusive judgment of NGPSPL, the user does not fulfill a condition or comply with a stipulation of this agreement.

This agreement continues to apply to the use of our products and services dating from before the date of termination. Users are obliged to fulfill their obligations toward NGPSPL with regard to them.

All payments made are non-refundable and all outstanding costs remain payable.

D. Warranty Disclaimer

NGPSPL offers no warranty of any kind on the products and services offered on this web-portal, be it explicit, implicit, or regarding their suitability for a particular purpose. NGPSPL does not guarantee that its materials will work continuously or without error, or that this web-portal or the server hosting this web-portal will be free of viruses or other harmful elements. NGPSPL will, however, do its best to correct any errors in the program. NGPSPL has the obligation to perform to the best of its ability to guarantee the workability of its product and corresponding services. Furthermore, NGPSPL gives no guarantee of precision, accuracy, reliability or otherwise with respect to (the results of) the use of the services on this web-portal. The user bears all costs for any maintenance, repairs or improvements that may be required.

NGPSPL incurs no costs in these matters.

E. Restriction of Liability

Under no circumstances will NGPSPL’s total liability toward a user (be they parties to this agreement or third parties) involving all cases of damage, loss and legal actions (either as a result of contract law, unlawful act, including but not restricted to negligence) or otherwise, exceeds 10% of the total invoiced amount (Excluding Taxes) that was dated and that the user paid to NGPSPL within the last 12 months.

NGPSPL cannot be held liable for special damage or consequential damage resulting from the use of the services on this web-portal, nor for the inability to use the services on this web-portal. User indemnifies NGPSPL for any and all claims by third parties concerning intellectual property rights on material or data

provided by or made available by the user, for the performance of the services. User also indemnifies NGPSPL for other possible claims by third parties who suffer damages in connection with the performance of the services and which are attributable to the user.

Please be aware that while visiting our web-portal users can follow links to other sites that are beyond our sphere of influence. NGPSPL is not responsible for the content or operation of these other sites.

F. Jurisdiction

NGPSPL maintains and manages this web-portal from its office at Plot No - 424, First Floor Udyog Vihar, Phase-IV, Gurgaon (Haryana) - 122016 India. The web-portal and / or software used for this web-portal are subject exclusively to Indian laws.

NGPSPL can in no way guarantee that the materials on its web-portal are available or appropriate for use at other countries. Those choosing to use this web-portal from another country do so at their own risk, and accept responsibility for compliance with local legislation, if, and to the extent, that such is applicable.

This agreement is drawn up in accordance with, and is subject to, EU GDPR 2016 requirements.

Should a provision of this agreement be regarded as illegal, null and void, or should it for any reason be considered unenforceable, the said provision will be considered separable from this agreement and will not affect the validity and enforceability of the remaining provisions. Should a dispute occur between the contracting parties or with a third party, irrespective of the nature or basis of such a dispute, the parties agree that the dispute will be settled according to India Court. specifically the court of New Delhi, India.

G. For Further Information

For further questions regarding these Terms of Use, then please feel free to contact us by email at: naresh.chand1@kleeto.in, or in writing at:

Next Gen Paper Solutions Pvt. Ltd.,
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2. References

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