

TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions (hereinafter referred to as "Terms and Conditions"), the following words and phrases have the meaning stated hereunder unless indicated otherwise:

"Application" shall mean application (whether offline or online) for availing team task mobile application services of Yantromatic.

"Channels" shall mean interface of Yantromatic or interface installed at the Client's electronic communication devices like mobile or other smart devices as permitted by Yantromatic through which the Client may supply the requests for instructions to specified persons.

"Client" shall mean any Person having an account or requesting for availing the MobiAttendancemobile application services of Yantromatic pursuant to an Application and shall include its users where the context so requires.

"Locations" shall mean such locations where Yantromatic may provide MobiAttendancemobile application services of Yantromatic, and such other locations as may be intimated by Yantromatic to the Client from time to time.

"Facility" or **"Services"** shall mean team task mobile application services offered by Yantromatic to the Client to tack task creation, task monitoring and task execution and other task related offerings as per Annexure A to these Terms and conditions.

"Person" shall mean and include individuals, company or corporation, trust, sole proprietorship, partnership firm and any other association of persons whether registered or not.

2. APPLICABILITY

The Client shall make an Application to Yantromatic for use of the Facility. By applying for or availing the Services, the Client acknowledges as having read, understood and accepted these Terms and Conditions. These Terms and conditions along with other agreement, if any, entered into between the parties shall constitute the entire understanding between the Parties.

3. FACILITY

3.1

The Client shall make an Application to Yantromatic for use of the Facility. By applying for or availing the Services, the Client acknowledges as having read, understood and accepted these Terms and Conditions. These Terms and conditions along with other agreement, if any, entered into between the parties shall constitute the entire understanding between the Parties.

3.2 PAYMENTS

The Client shall make an Application to Yantromatic for use of the Facility. By applying for or availing the Services, the Client acknowledges as having read, understood and accepted these Terms and Conditions. These Terms and conditions along with other agreement, if any, entered into between the parties shall constitute the entire understanding between the Parties.

3.3 SERVICES

Yantromatic shall provide Facility in such Locations as agreed by Yantromatic. Yantromatic shall be duly discharged of its obligations under the Facility as long as the instructions to the persons concerned to the Client are carried out, provided that, Yantromatic shall not be liable for any loss or delay in receipt of the such instructions or otherwise beyond the reasonable control of the Clients.

The Client shall provide all the necessary details of its Instructions appropriately as described in team task mobile application services of Yantromatic. The Client agrees to conform to the technologies, devices, and other security measures suggested by Yantromatic from time to time. Further the Client undertakes to take all reasonable steps to ensure that the accuracy, completeness, authenticity and security of the details provided is not tampered or violated at its end.

The Client hereby agrees that Yantromatic is not bound to take cognizance of any email request on

behalf of the Client in respect of the team task mobile application services of Yantramatic. The Client further agrees that Services are liable to be discontinued with notice of 30 days at Yantramatic sole discretion (other than in respect of payment default, for which no notice shall be required). The Client further agrees that access to the above Services would be subject to such terms and conditions as Yantramatic may, from time to time, provide for availing of such Services and the Client agrees and undertakes to abide by all such terms and conditions.

The Client represents, confirms and acknowledges that the Services are non-secure means of communication and liable to delay, non-delivery, corruption, hacking and interception by third parties. The Client agrees that Yantramatic provides the team task mobile application services and “as is” basis without any obligation or duty to enquire into the genuineness or correctness of such communication and all such communications shall bind the Client. The Client agrees and undertakes to confirm and ratify without any delay or demur, if so required by Yantramatic, all its instructions / requests given pursuant to these Terms and Conditions.

4. FACILITY LIMITATIONS

The Client may subscribe for Storage facility of Yantramatic whereby the Client information shall be able to view the summary of information under the Facility in the manner as agreed as designed under the Facility.

Yantramatic will take reasonable steps to regularly update the information provided through Services. The Facility is provided on an “as is” and “as available” basis. Except as warranted in the Terms and Conditions, Yantramatic expressly disclaims all warranties of any kind, whether express or implied or statutory, including, but not limited to merchantability, fitness for a particular purpose, data accuracy and completeness relating to Facility. Yantramatic does not warrant that access to the Facility will be uninterrupted, timely or error free. Yantramatic shall on a best efforts basis maintain the Facility error free. Yantramatic will not be liable for any virus that may enter the Client's system as a result of the Client using the Facility.

The Client would be permitted to access storage Facility through the modes designed in the MobiAttendance mobile application services (or its website application) through user id and password. The Client accepts the sole responsibility for use, confidentiality and protection of the user id and password and the access to the said facility. The Client shall comply with such guidelines, instructions or terms as Yantramatic may prescribe from time to time with respect to security of the password. The Client shall immediately inform Yantramatic if the Client knows or believes that the security of the password has been compromised.

5. COMMUNICATION

The Client agrees that Yantramatic may send information including data, statements and reports to the Client relating to the Facility (via electronic mail to an address designated by the Client for that purpose in the Application or separately. The Client recognizes that such information would be of a confidential nature and the information may be intercepted, read, modified or altered by any person during such transmission. The Client agrees that Yantramatic shall not be liable for any inaccuracy, error, interruption, delay in, or omission of any data or information or the transmission or delivery of such data or information nor will Yantramatic be liable for any error, omission or delay in the services provided by any internet service provider or any third-party service provider on whose performance Yantramatic is dependent for transmitting such information or data. Yantramatic. The Client confirms that the MobiAttendance mobile application services shall strictly and only be used for legally permissible commercial business use and not otherwise. In any event, the Client shall be solely responsible for any such data and the purpose of its use.

6. PRIVACY

Yantramatic has provided option of registering and viewing the location of staff within office hours, this option can be utilized by “switching on” the option. Every legal responsibility related to PRIVACY as per the law of country will be on every user of the MobiAttendance App and not on Yantramatic.

7. REPRESENTATIONS AND WARRANTIES

The Client represents to Yantramatic that:

- i. The Client has full power to perform its obligations in accordance with these Terms and Conditions and has taken all necessary action, including all internal and corporate approvals, for execution of the Application and availing of the Facility.
- ii. Availing of the Facility from Yantramatic does not or shall not violate or conflict with any law applicable governing the Client and/or any regulatory requirements, any provision of the Client's constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or terms of any contract binding on or affecting it or any of its assets. Provided that the Client shall intimate Yantramatic of any change in any regulatory requirements, the effect of which may be to restrict or prohibit the provision of the Facility.
- iii. The Client shall be solely responsible for any acts, errors, omission or fraud on the part of its employees or agents.

8. TERMINATION OF THE FACILITY

The Client may discontinue or terminate use of the Facility hereunder by giving minimum 30 days prior written notice to Yantramatic, provided that no notice shall be provided in case of payment defaults as contemplated herein above. Provided that such termination shall not affect the Client's liability to fulfill and complete its payment obligations in connection with the Facility, including without limitation. Yantramatic reserves the right to terminate or suspend the Facility, in whole or in part, forthwith, at any time without assigning any reason by notifying the Client either appropriately through its website, email, fax or letter or other communication as it may deem fit. In case of a temporary withdrawal or suspension of the Facility, the privileges may be reinstated by Yantramatic at its sole discretion.

9. LIMITATION OF LIABILITY

Yantramatic shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message of the Client.

Under no circumstances shall Yantramatic, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to, damages caused by any virus, personal injury, negligence, loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of Services or resulting from unauthorized access or alteration of transmissions or data or arising from suspension or termination of the Services or any inability of Yantramatic to receive instructions, directions, orders or other communications from the Client or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise. Please note, in any event, the liability of Yantramatic shall not be more that of the fees less taxes received by it in the preceding year minus outstanding amounts if any. Each of the Party i.e. User and/or the Website/Application service provider understands that the service provider is merely providing the Services as contemplated in the Agreement based on the information/data provided by the User and the Service Provider do not own, possess or otherwise deals with any such information except to provide such information in a specified format to the User (its representatives) being the subject matter of the services. The data/information being used in the Application on 'as if basis' is owned and processed by the User through the algorithm/software used in the Application. The User shall be responsible not to place any sensitive information or other personal information of the its representatives, etc. into the Application except office related information. In case of any breach or any third party liabilities for any reason, the User shall be responsible and the User confirm that its adequate mechanism to filter and process the sensitive information of its subjects and maintains the same as per its policy. In any event the liability of Website Owner or Application service provider shall be limited to the fees received it of one year.

10. GOVERNING LAW

These Terms and Conditions is governed by and construed in accordance with the Indian law. Any legal action or proceedings arising out of these Terms and Conditions shall be brought in the courts or tribunals at Pune in India and the Client irrevocably submits to the non-exclusive jurisdiction of such courts and tribunals. Yantromatic may, however, in its absolute discretion commence any legal action or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Client hereby consents to that jurisdiction.

11. SEVERABILITY

Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of these Terms and Conditions or affect such provision in any other jurisdiction.

12. NON-TRANSFERABILITY

The Facility is not transferable under any circumstance and shall be used only by the Client.

13. ASSIGNMENT

The Client shall not assign its rights or obligations under the Facility to any person. Yantromatic may assign its rights and/or obligations hereunder, at any time, to any person without notice to the Client.

14. WAIVER

No failure or delay by Yantromatic in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies of Yantromatic hereunder are cumulative and not exclusive of any rights or remedies available in law.

15. ADVERTISING OR PUBLICITY

The Client shall at no time use or associate the name or marks of Yantromatic with its own name or refer to Yantromatic in any advertising or publicity releases or during any of its promotional or marketing activities without the prior written consent of Yantromatic. However, Yantromatic may use Clients name as part of marketing materials.

16. ADVERTISING OR PUBLICITY

In connection with the Facility, the Client agrees to execute and deliver such additional documents and perform actions as may be necessary or reasonably requested by Yantromatic to carry out or evidence the transactions/services carried out or contemplated under the Facility.

17. THIRD PARTY RIGHTS

A person who is not a party to these Terms and Conditions shall have no right to enforce them.

18. DISCLAIMER

Yantromatic shall use best efforts in providing Facility to the Clients. Yantromatic shall not be liable for any non-compliance of any applicable rules and regulations by the Client in connection with the Facility. Yantromatic makes no express or implied warranty with respect to the Facility.

Yantromatic makes no warranty that :

- (i) the Facility will meet all the requirements of the Client; or
- (ii) the Facility will be uninterrupted or timely.

The Client shall not hold Yantromatic responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website, Internet or the related services provided by Internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any request / instruction submitted by the Client.

Yantromatic shall not be liable for any fraud, misconduct, act, omission or negligence of the agents or employees appointed by Yantromatic or the Client for the purpose of the Services hereunder. Yantromatic shall not be liable for any indirect, incidental, special, consequential or punitive damages or any other loss of profits or otherwise, whether incurred directly or indirectly or any loss of data, use, goodwill or otherwise resulting from usage of the Facility. In any event, the liability shall be limited to the amount of

fees received by Yantromatic in the last financial years as reduced by the taxes levied on it.

Each of the Party i.e. User and/or the Website/Application service provider understands that the service provider is merely providing the Services as contemplated in the Agreement based on the information/data provided by the User and the Service Provider do not own, possess or otherwise deals with any such information except to provide such information in a specified format to the User (its representatives) being the subject matter of the services. The data/information being used in the Application on 'as if basis' is owned and processed by the User through the algorithm/software used in the Application. The User shall be responsible not to place any sensitive information or other personal information of the its representatives, etc. into the Application except office related information. In case of any breach or any third-party liabilities for any reason, the User shall be responsible, and the User confirm that its adequate mechanism to filter and process the sensitive information of its subjects and maintains the same as per its policy. In any event the liability of Website Owner or Application service provider shall be limited to the fees received it of one year.

ANNEXURE- A- Description of Services

- 1.MobiAttendance User can choose language out of listed languages in the App.
- 2.MobiAttendance User can allocate the work location of Employee
- 3.MobiAttendance User Can Set the Office hours of the Employees.
- 4.MobiAttendance User can keep record of Leaves of Employees.
- 5.MobiAttendance user can see various reports like Field Reporting, Attendance Record, List Late Comers etc.
- 6.MobiAttendancestaff can enter the Attendance Time on their own Smart Mobile Phone.
- 7.MobiAttendance Staff can use field Reporting option.
- 8.MobiAttendance Staff can apply leave through the App