

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This document is a legally binding agreement under the provisions of Indian Contract, Act 1872. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.dataresolve.com website.

This website www.dataresolve.com (the “**Site**”) is for providing information about Data Resolve and is owned and operated by Data Resolve Technologies Private Limited a company incorporated under the Companies Act, 1956 with its registered office at (hereafter referred to as “**Data Resolve**”, “**we**” “**us**” or “**our**”).

The following terms and conditions (the “Term of Use”) are applicable to your use of Date Resolve services and the Site. This Term of Use is an agreement between you as the user(s) of the Site (the “User(s)”) and Date Resolve Technologies Private Limited.

These Terms of Use (together with the documents referred to in it) govern your use of this Site. Use of the Site includes accessing, browsing, registering and downloading.

Please read the Terms of Use carefully, before you start to use the Site. By continuing to use the Site you agree to be bound by the Terms of Use and, where appropriate any other terms or conditions, guidelines or rules applicable to the products and services herein. If you do not agree with any of the Terms of Use, you must not continue to use the Site.

1.Membership eligibility

Use of the Site is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are “incompetent to contract” within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Site. If you are a minor i.e. under the age of 18 years, you shall not register as a user of the

Data Resolve Site and shall not transact on or use the Site. As a minor if you wish to use or transact on Site, such use or transaction may be made by your legal guardian or parents on the Website. Data Resolve reserves the right to terminate your membership and / or refuse to provide you with access to the Site if it is brought to our notice or if it is discovered that you are under the age of 18 years

2.Other applicable terms

These Terms of Use refer to the following additional terms, which also apply to the use of this Site:

- Our Privacy policy available on the website of the Company , which sets out the terms upon which we may process any personal data we collect from you, or that is provided by you. The Privacy Policy may be updated from time to time and will be published on the Site. By using the Site you consent to such processing and you warrant that all personal data provided by you to us is correct.

If you trial, purchase or download products or services from our Site, the following terms and conditions shall apply to these products and services:

- Data Resolve End User License Agreement (“**EULA**”) available on the website of the Company.

3.Amendment to these terms

We may revise these Terms of Use from time to time, by amending the terms and conditions, if we revise and update these Terms of Use, your continued use of the Site and related services will mean that you accept those changes. You should read this agreement continuously to take notice of any changes that we make; as such changes will be binding upon you. No notice of any changes shall be given.

4.Changes to the site

We may update our Site time to time, and may change its content at any time.

We do not guarantee that our Site or any content on it will be free from errors or omissions. We make no promise that the Site will always be maintained with the same DNS names, IP addresses, authentication methods or URLs, or that it will always be available and uninterrupted.

5.Accessing the site

In so far as the user complies with these Terms of Use, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter and use the Site.

The Site (but not its downloadable content) is provided free of charge.

It is your responsibility to ensure that you have made all necessary arrangements in order to access the Site. For example, we shall not be responsible for any telephone bills, internet charges or any other costs incurred by you in order to access the Site.

You are responsible for ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and the other applicable terms and conditions/policies mentioned, and comply with them.

6.Login and password

Should you choose or be provided with a user identification code, password or any other piece of information as part of our security, purchasing or downloading procedures, you must treat such information as confidential. Such information should not be disclosed to any third party.

We reserves the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, without prior notice, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code and password you should immediately change your password.

7.Use of the website

You agree, undertake and confirm that your use of the Site shall be strictly governed by the following binding principles:

You shall not host, display, upload, modify, publish, transmit, update or share any information which:

- belongs to another person and to which you does not have any right to or is misleading in any way;



- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous or violating someone's privacy, or providing or creating computer viruses;
- provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone, or contains video, photographs, or images of another person (with a minor or an adult).
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Site. Throughout this Terms of Use, Data Resolve's prior written consent means a communication coming from Data Resolve's Legal Department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;
- interferes with another user's use and enjoyment of the Site or any other individual's user and enjoyment of similar services or harm minors in any way;
- refers to any Site or URL that, in our sole discretion, contains material that is inappropriate for the Site or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.
- infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity] or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage,

- detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
 - shall not create liability for us or violates any law for the time being in force

You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of our service and your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

8. Intellectual property rights

All content, software, data and intellectual property rights, including but not limited to all know how, concepts and logic found on or relating to the Site is the property of Data Resolve or its licensors. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

All intellectual property including but not limited to trademarks, logos and service marks displayed on the Site is registered by Data Resolve and protected throughout the world. No license, right or interest in any Data Resolve intellectual property is granted to you.

You may print off reasonable copies of any page(s) from the Site for your own personal use and you may draw the attention of other users within your organization to content posted on the Site.

9.No reliance on information

The opinions expressed by Data Resolve employees on the blog site or help forums are the individual's own and do not represent or necessarily correspond to the opinions of Data Resolve. We will not be responsible for any direct or indirect damages or losses caused or alleged to have been caused as a result of your use or reliance on such information.

10.Limitation of liability

The Site, all the materials and products (including but not limited to software) and services, included on or otherwise made available to you through this Site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without limiting the generality of the foregoing, Data Resolve does not warrant that the Site will be constantly available or available at all or the information on the Site is complete, true, accurate or non-misleading.

To the maximum extent permitted by law we provide the Site without warranties, guarantees or representations. We assume no responsibility and shall not be liable for any loss or damage which may affect your computer equipment or other equipment/property arising out of your use of, access to or browsing of the Site.

We will not be liable to any user of the Site for any loss or damage, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with including (but not limited to) the following;

1. any use of this Site or content found therein;
2. any failure or delay (including but not limited to) the use of or inability to use any component of the Site and any errors or interruptions of the Site;
3. the performance or non-performance by Data Resolve;
4. unsuitability, unreliability or inaccuracy of the Site;
5. inadequacy of the Site to meet your requirements;

6. incompatibility of the Site with any of your equipment, software or telecommunications links;
7. the provision of or failure to provide services;
8. any information, software, products, services and related graphics obtained through the Site.

In addition to the above exclusions, if you are a commercial user, please note that in particular, we will not be liable for any indirect losses however so arising. If you are an individual/personal user, kindly note that we only provide the Site to you for your domestic and private use. You agree not to use the Site for any commercial or business purposes, and acknowledge that we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity. You acknowledge that the views expressed by other users on the Site do not represent Data Resolve's views, opinions or values.

Different limitations and exclusions of liability shall apply arising out of the supply of any product or services purchased, tested or downloaded by you, which will be set out in the terms and conditions applicable to the particular purchase, trial or download.

11.Reproduction of information provided on the site

You agree that you will not, and will not allow any third party:

1. to reproduce, duplicate, license, copy, sell or re-sell any part of the Site, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Site or content that may be presented or accessed through the Site for any purpose, unless otherwise permitted,;
2. to take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Site;
3. to use the Site to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights;
4. to remove, obscure, or alter Data Resolve's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Site.
5. to access without authority, interfere with, damage or disrupt:

1. any part of the Site;
2. any software used in the provision of the Site; or
3. any equipment or network or software owned or used by any third party.

12.Warranties and indemnity

You warrant that your access to and use of the site is and will remain in accordance with all applicable laws and regulations.

You warrant that you use of the Site is sole at your discretion and risk and that the Site is provided as is and as available without warranty of any kind.

You warrant that you are solely responsible for any damage to your system or device(s), or loss of data that results from such use.

You shall hold harmless, defend and fully indemnify us against any claims, proceedings, damages, costs, expenses or liabilities whatsoever arising out of or relating to your use of the Site or other consequence of any of the actions of the users of the Site and specifically waive any claims that you may have in this behalf under any applicable law. .

13.Linking to the site

You may not link to our home page, provided written consent from Data Resolve obtained and such linking should be done in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in any such way that suggests a form of association, approval or endorsement with or by Data Resolve where none exists unless a written consent is there from Data Resolve.

You must not establish a link to the Site in any website that does not belongs to you.

The Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page as specified above.

Data Resolve reserves the right to withdraw linking permissions at any time and without notice.

The website, in which you are linking Data Resolve, must comply with these terms of use in all respects.

Should you wish to make use of any of the content on the Site other than set out above, please contact info@dataresolve.com.

14. Web-based demonstration

A web-based product demonstration offered by Data Resolve at <https://cloud.indefend.com/> which is available to approved users only. Approved users are granted a non-exclusive right to access and use the products for demonstration purposes only, via <https://cloud.indefend.com/> subject to the terms and conditions contained within the EULA and these Terms of Use.

If you are an approved user, you are permitted to use the products solely for demonstration purposes, including to prospective customers, for testing configurations, issuing commands and exploring the features of each product, and such other product demonstration options as may be offered by us in the contained environment of Data Resolve. You acknowledge and agree that all changes and configurations will be reset at the expiration of the term of access that you have been provided.

You are not permitted to:

1. use the products for your internal business purposes;
2. use the products for the provision of any service for the benefit of third parties;
3. modify or translate the products;
4. reverse engineer, disassemble or decompile the products or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein except to the extent and for the express purposes authorised by applicable law;
5. workaround any technical limitations of the product;
6. transmit or provide access to the products, or any portion thereof, save as provided herein. For the avoidance of doubt, you may not transfer or share your credentials with any other party;
7. use the products outside of the site, including, but not limited to, displaying or 'hot linking' to icons, images or graphics;

8. use software other than the products (unless such software has been licensed to you under the terms of separate license agreements);
9. sub-license, rent, sell, lease, distribute or otherwise transfer the products(unless such software has been licensed to you under the terms of separate license agreements);and
- 10.use the demonstration site for any illegal, deceptive, misleading or unethical practices, including, but not limited to, disparagement of the products or Data Resolve or other practices which may reflect negatively or be detrimental to the products or Data Resolve, by yourself or with others.

15.Applicable law

These Terms of Use, their subject matter and construction (and any non-contractual disputes or claims) are governed by the Laws of India and you agree to the exclusive jurisdiction of the courts of New Delhi.

We reserve the right to seek injunctive, or any other equitable relief, in any courts of competent jurisdiction should we, in our sole opinion, consider this to be necessary.