

TERMS & CONDITIONS (JOB CARD MASTER “HEREINAFTER REFERRED TO AS THE COMPANY”)

PLEASE READ THESE terms and conditions (hereinafter referred to as the “Agreement”) CAREFULLY BEFORE SUBSCRIBING / USING OR TRYING TO ATTEMPT TO SUBSCRIBE / USE THIS SOFTWARE AS A SERVER (SAAS) (hereinafter referred to as ‘Software’).

BY CLICKING THE **"I AGREE"** BUTTON IN ANY MANNER / WAY WILL CONSTITUTE A SYMBOL OF YOUR SIGNATURE. YOU ACKNOWLEDGE AND ADMIT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT ONCE ACCEPTED BY “YOU”[AS AN INDIVIDUAL (ASSUMING YOU ARE ABOVE 18 YEARS AND/OR HAVING LEGAL CAPACITY TO ENTER INTO AN AGREEMENT), OR THE COMPANY OR ANY LEGAL ENTITY THAT WILL BE USING THE SOFTWARE (HEREINAFTER REFERRED TO AS 'YOU' OR 'YOUR' FOR THE SAKE OF BREVITY)] SHALL BE A LEGALLY ENFORCEABLE AGREEMENT BETWEEN YOU AND THE COMPANY AND YOU SHALL HAVE THE RIGHTS TO USE THE SOFTWARE SUBJECT TO THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT OR AS AMENDED BY THE COMPANY FROM TIME TO TIME. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS BELOW, DO NOT USE THIS SOFTWARE IN ANY WAY AND PROMPTLY RETURN IT OR DELETE ALL THE COPIES OF THIS SOFTWARE IN YOUR POSSESSION.

THESE TERMS AND CONDITIONS ARE LEGALLY BINDING DOCUMENT BETWEEN YOU AND THE COMPANY. THE TERMS OF THIS AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM, BY CLICKING ON THE **'I AGREE'** TAB OR BY SUBSCRIBE / USE OF THE WEBSITE OR BY OTHER MEANS) AND WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND THE COMPANY FOR YOUR SUBSCRIBE / USE OF THE SOFTWARE.

BY SUBSCRIBING FOR THIS SOFTWARE AND ACCEPTING THESE TERMS AND CONDITIONS YOU ARE AGREEING / BOUND TO THE TERMS OF USE AND PRIVACY POLICY OF THE SOFTWARE.

THESE TERMS AND CONDITIONS ARE FURTHER CONTINUATION TO THE PROPOSAL ACCEPTED BY YOU BEFORE PAYMENT TO SUBSCRIBE.

The Company grants You, the subscription, a non-exclusive and non-transferable right to use the Software during the subscription period which is subject to the terms and conditions of this Agreement.

The Company reserves all rights not expressly granted, and retains the title and ownership of the software, including all subsequent copies in any media. This software and the accompanying written materials are the property of The Company.

1. DEFINITIONS

- A. **“Subscription period”** means the period as more particularly described in Clause 4 of this Agreement.

- B. **“Device”** means the personal digital assistants, mobiles, smartphones, handheld devices, personal computers, laptops, tablets or other electronic computing devices for which the software is specifically designed where the Software will be used.
 - C. **“Normal working hours”** shall mean 10:00 a.m. to 07:00 p.m. India Standard Time (IST) on working days and "Working Days" means Mondays to Fridays inclusive, but excluding bank and public holidays in India.
 - D. **“Support”** means the technical assistance in order to use the software, provided by the Company, which may or may not be chargeable to you.
 - E. **“Third Party Materials”** means software, services, websites, offers and promotions or products provided by any third party and governed by Third Party Terms and Conditions.
 - F. **“Third Party Terms and Conditions”** means any subscription agreements, terms of use, terms of service, privacy policies and other conditions established by third parties governing access to or use of Third Party Materials.
 - G. **“Updates”** means collections of any corrections, improvements or modifications to the software.
 - H. **“Upgrades”** means any correction, improvement, modification or yearly enhancements in the form of the new version of the software which the Company may release.
 - I. **“User Manual”** means the user guide, Help guide, and other documentation provided with the software, updated agreements, explanatory or other materials as provided from time to time by the Company.
 - J. **“You”** means the **“End-User”** which means:
 - I. An individual (such an individual) installing/using/legally acquiring the software on his/her own behalf and every other person (whether authorized or not by such an individual) who uses/has access to the software; or
 - II. An organization (including but not limited to a partnership, joint venture, Limited Liability partnership, Limited Liability Company, Company of any nature, Trust, Governmental Authority, Unincorporated Organization, Association of Persons) or any person (such person) who have been authorized by such an Organization to install, download, use the software, accept the Agreement on behalf of the Organization and every other person (whether authorized or not by such person) who uses/has the access to software.
2. DO's & DON'Ts

You Can:

- A. Have access to the software during the valid period of the subscription.
- B. avail the Company services for training to configure the software.

You Cannot:

- C. emulate, or adapt any portion of the software.
- D. debug, decompile, disassemble, modify, translate, reverse engineer the software.
- E. try making an attempt to reveal/discover the source code of the software.
- F. create derivative works based on the software or any portion thereof with sole exception of a non-waivable right granted to You by any applicable legislation.
- G. publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share this software.

- H. remove or alter any copyright notices or other proprietary notices on any copies of the software.
- I. test or benchmark, or disclose or publish testing or benchmark results, without earlier written consent of The Company.
- J. use the Software on any operating system not supported by this software.
- K. reduce any part of the software to human readable form.
- L. use the software in the creation of data or software used for detection, blocking or treating threats.
- M. use for unsubscribed and illegal purpose.
- N. remove your user account from Software once registered.
- O. retrieve deleted location entries and back up data from the user account on the Software.
- P. attempt to gain unauthorized access to Software networks.
- Q. Cannot hold the Company responsible for configuration of the Software in any manner whatsoever.

3. SIGN IN

- A. The Company may verify the details / credential submitted by the user at the time of log in, if there are problems in verification, software will not be working. This is an essence term for the Software.

4. SUBSCRIPTION PERIOD

- A. You are entitled to use this software for the subscription period, as opted, from the date of its subscription by paying subscription fee, until any further communication from the Company.
- B. The subscription fee shall include hosting and maintenance of the Software.
- C. At the end of any Subscription period, your subscription shall extend for successive terms on subscribe of subscription by paying further subscription fee.
- D. Post expiry of the availed subscription plan, the standard subscription cost shall be applicable basis the plan opted by you from the then available plans.
- E. You understand, agree and accept that you are entitled for updates and technical support via the Internet and telephone. Any use of the software for any other purposes is strictly forbidden and prohibited and The Company reserves to take any action against such unauthorized usage.
- F. Subscription for use of the Company service shall be valid till your software subscription is valid.
- G. You agree, understand that any unauthorized usage of the software or breach of any/all terms and conditions stated herein the Agreement shall result in automatic and immediate termination of this Agreement and the Subscription granted hereunder and which may result in criminal and/or civil action by the Company and/ or its agents against you including but not limited to right to block the key file/subscription key/product key and without any refund to You and without any prior intimation/notice to you in this regard.
- H. Upon expiry of this subscription period if the subscription is not renewed by you within 30 days from the date of expiry of the subscription, this agreement shall be deemed to be terminated by you.

- I. The Company shall be deleting your data from its server and other backups after expiry of 30 days of termination of this Agreement without intimation.
- J. You can take the customer data stored on server in case of expiry of this subscription period within maximum 30 days after expiry of this subscription period by written request only.
- K. Upon expiry of subscription or early termination of this Agreement the Company will remove the sub-domain from the web hosting and will discontinue any and all use and access of/ to the Software

5. FEATURES OF SOFTWARE

- A. During the subscription period of the software, You have the right to use features of software.
- B. During the subscription period of the software, You have the right to receive free updates of the software and service via Internet as and when the Company publishes the update and when the Company releases new version upgrade. You agree, understand and accept that You will be required to regularly download updates published by the Company. Any and all updates/upgrades you receive from the Company shall be governed by this Agreement, or as amended from time to time.
- C. You agree, accept and acknowledge:
 - I. that You are solely responsible for the configuration of the software settings and the results, actions, inactions initiated due to the same and the Company assumes no liability/responsibility in any case and the Clause No. 10 of Indemnification shall be applicable.
 - II. that You have full authority to upload data of any third-party on the Software and the Company shall not be responsible in any manner whatsoever for third-party datas uploaded by you on the Software or any claims made by such third-parties.
 - III. that You shall be solely responsible for the third-party datas uploaded by you on the Software, the Company assumes no responsibility / liability for the same.
 - IV. that Company assumes no liability/responsibility for any data deletion, including but not limited to any deletion/loss of personal, and/or confidential data; and/or uninstallation of third-party apps; and/or change in settings; and / or change in contacts; specifically authorized by You or occurs due to the actions, inactions (whether intentional or not) by You or any third party whom You have authorized to use, handle your Device due to features of software.
 - V. that to avail/use certain features of the software, you may be required to incur some cost and that Company does not warrant that the usage of certain features of the software are free of cost and that the Company shall not entertain and expressly disclaims, any claim for reimbursement of any expenses including but not limited to any direct or incidental expenses arising out of Your usage of such features of the software.
 - VI. You accept and agree that you allow Company to take backup of your data on our server including third-party data.
 - VII. that you be solely responsible and shall comply all applicable laws, regulations of India and any foreign laws including without limitation, privacy,

obscenity, confidentiality, copyright laws for using any report, data, information derived as a result of using the software and Software service.

- D. Any data including logo provided by you for setting up and any editing done in editable fields of software shall be ur sole responsibility n the company shall not be liable in an y case whatsoever in case of any infringement of claims arising therof
- I.

6. EMAIL/ELECTRONIC COMMUNICATION

Once you register the software by subscribing for the software, the Company may communicate with you on the contact information submitted during the registration process through email or any other electronic communication device. The communication can be for the purpose of product verification for your convenience.

7. COLLECTION OF INFORMATION

The Company Software and Software service may collect the following information which may / may not contain any personally identifiable information either with or without your discretion/permission for statistical purpose or enhancing and evaluating the ability, effectiveness and performance of the product in identifying and/or detecting the malicious behavioral pattern etc. Password entered by the end users during registration will be stored at the Company server. This information will not be correlated with any personally identifiable information except as herein stated and shall include, but not limited to:

- A. Any type of Executable files which the software may identify having a potentially malware behavioral pattern.
- B. Any type of information relating to the status of the software that whether there occurred any error while installing the software or the installation was successful.
- C. Any type of URLs of websites visited that the software deems inherently and potentially fraudulent.
- D. Any type of information that software deems potentially fraudulent, posing security risks/ threats.
- E. Any type of information for identifying the Media Access Control (MAC) address of the Device, Global Positioning System (GPS), International Mobile Equipment Identity (IMEI), Subscriber Identity Module Number (SIM) on which the software has been installed.
- F. Any type of information for identifying the Internet Protocol (IP) Address and information required for effective subscription administration and enhancing product functionality and usability.

8. INDEMNIFICATION

- A. You expressly understand, admit and warrant that in no event shall the Company and/or any of its directors, employees, agents, partners, distributors be liable from any and against all claims, expenses, suits, costs, demands, judgments whatsoever made by you and/ or any third party for any direct, indirect,

incidental, special, punitive, consequential and/or exemplary damages including, but not limited to damages for loss of business/profits, damages for loss of confidential/other information, failure to meet any statutory duty/duty of reasonable care/duty in good faith, economic/notional loss, loss for business interruption, goodwill, damage and loss of data or programs, or other intangible losses (even if the Company has been advised of the possibility of such damages), to the fullest extent permissible by law:

- I. arising due to your usage of software and Software service;
 - II. your negligence or inability of using the software or support and Software service;
 - III. any dispute between you and third party with respect to availing the software and Software service;
 - IV. your violation of any rights of any other individual and/or entity;
 - V. your breach of the Agreement;
 - VI. your violation of any provisions under any acts in India or abroad;
 - VII. the failure of the Company to provide Support Service or any other service/information.
- B. This limitation will apply to all causes of action whether arise in equity or tort, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and hereby release the Company and/or its directors, employees, agents, distributors from any and all obligations, liabilities in excess of the limitation stated herein.
- C. In the event, the Company and/or its directors, agents, employees, distributors are found liable, You Understand and accept that there is no liability of the Company and/or its directors, agents, employees, distributors. This Clause shall survive the termination of this Agreement.
- D. You warrant to provide to the Company to the best of your knowledge that any data entered in the software is in accordance with agreement and does not infringe the intellectual property rights or other legal rights of any person / legal entity and will not breach the provisions of the Law /Statute / Regulation in any jurisdiction and any applicable Law.

9. DISCLAIMERS

- A. The software and Software service provided by the Company is “AS IS” and “AS AVAILABLE” without warranty of any kind, expressed or implied, including but not limited to the implied warranties of merchantability, fitness, usage, performance, satisfactory quality, integration, applicability for a particular use and any other warranties are disclaimed to the fullest extent permissible pursuant to the applicable law.
- B. The Company does not warrant, make any representations that the software and Software service will work uninterrupted, timely, secure or error-free or shall meet any or all your requirements whether disclosed to the Company or any of its directors, agents, distributors and employees. The entire risks, faults as to performance of the software and Software service, the responsibility for selecting the software to achieve your intended results, the results obtained from the software and Software services shall be assumed by You.
- C. You understand and accept that the software and Software service will substantially perform according to the specifications / descriptions as updated

from time to time, subject to the following and the Company expressly disclaims any and all liabilities arising from the following circumstances:

- I. incompatibility caused by any software and/or hardware components installed on your Device;
- II. any actions initiated by You or by third parties which were beyond the reasonable control of the Company;
- III. any failures, malfunctions, defects resulting from abuse, improper installation, theft, misuse, accident, operation or maintenance, acts of God, alteration, power failures, casualty, repairs made by any other party than the Company, alterations, neglect, non-permitted modifications, acts of terrorism, vandalism;
- IV. the deficiencies, defects in Your Device and related infringements;
- V. Your violations of the terms and conditions described in this Agreement;
- VI. any change in Law / Government Policies for the time being in force and due to change in the technology the Software is non-usable in any manner whatsoever.
- VII. If in case due to update or change in Software by the Company, the performance of the Software is affected the Company Shall provide technical support and resolve the issue within the possible time. The Company shall not be liable in any manner whatsoever for any loss caused due to such update or change in Software.
- VIII. Due to excess data storage, excess bandwidth usage, increased no of users as described in proposal agreement.

D. Third-Party Website Links

This Software may include links to the third-party websites; you may redirect to such third-party websites as the user of this software. The third-party sites are not under the control of the Company and the Company is not responsible for the content of any third-party websites and/or any links contained in the third-party websites. The Company is providing these links to the third-party websites to you only for your convenience and the Company is not responsible for any kind of loss/ damage arising out of it and the access to or any other act on such third party links shall be entirely at your risk.

10. INTELLECTUAL PROPERTY

The software, source code, activation code, subscription keys, documentation, systems, ideas, information, content, design and other matters related to the software and Software service, trademarks are the sole proprietary and Intellectual Property rights of the Company protected under the Intellectual property Laws and belongs to the Company. Nothing contained in this Agreement grant to You any rights, title, interest to intellectual property, including without limitation any error corrections, enhancements, updates or modifications to the software and Software service whether made by the Company or any third party. You understand and acknowledge that you are provided with a Subscription to use the software subject to the terms and conditions of this Agreement.

This Software may include certain third party components which are governed by the subscription agreements executed between the Company and the respective third

party owners. [The third party components subscriptiond under terms of the certain agreement requires the Company to disclose that Intellectual Property rights and ownership rights shall remain with the Company and/or its technology licensing partners respectively. Even if such third party components are governed by respective agreements/contracts, the disclaimers and the limitations shall apply as mentioned in this End User Subscription Agreement.]

All the title, ownership and all rights including Intellectual Property rights of the Third Party shall rest with the concerned Third Party only and the User shall also be liable to comply with their Subscription Terms. Where applicable, such third party will be beneficiary of this End User Subscription Agreement.

11. Software Services

If you are availing the Software services, you are agreeing for The Terms of Use and Privacy Policy for the Software services. To read and accept The Terms of Use and Privacy Policy, please visit:

12. GENERAL

1. **Force Majeure.** The Company will not be liable for any delay or failure to fulfill its obligations hereunder that results from an act of God, war, civil disturbance, government policies, or other cause/s beyond its control. Provided that the Company shall endeavour to complete the task within a reasonable period after happening of any event as covered under such force majeure.
2. **Legal Jurisdiction.** This agreement and any matter relating thereto shall be subject only to jurisdiction of Courts at Panchkula, Haryana, India and shall be interpreted as per the terms of the law/s for the time being in force in India. Any dispute which may arise out of this Agreement, breach of terms and conditions under this Agreement, shall be settled by direct negotiations between You and the Company. In the case of failure to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to a arbitrators appointed by the Company. The venue of arbitration shall be Panchkula. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and Indian Laws and shall be conducted in the English language. The arbitrators shall also decide on the costs of the arbitration proceedings. To the extent possible, after the commencement of any arbitral proceedings the Parties shall continue to perform their respective obligations under this Agreement. The provisions of this Clause shall survive termination of this Agreement. Subject to the provisions of this Clause, the Courts in Panchkula, Haryana, India shall have exclusive jurisdiction and the parties may pursue any remedy available to them at law or equity.
3. **Complete Agreement.** This Agreement comprises the entire agreement between the parties regarding the subject matter, and supersedes any proposals, communications or advertising, oral or written, with respect to the software or subject matter of this Agreement. You shall be bound by any and all clauses of the Agreement updated and displayed on the website of the Company www.jobcardmaster.com from time to time and the Agreement displayed on the website (from time to time) will be the finally concluded and binding Agreement between You and the Company for all legal purposes. In case of any

dispute/queries arising out of any translated versions of this Agreement, the Company hereby expressly specifies and confirms that the English version as displayed on the website will be final for interpretation and the terms used, meaning conveyed in the English version will be authoritative and binding. Any waiver by either party of any violation of any provision of this agreement by the other party will not be deemed to waive any other violation of the same or any other provision.

4. **Severability.** If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent.
5. **Survival.** The Clauses in this Agreement including not limited to rights to “Indemnification”, “Limited Warranties & Disclaimers” and “Intellectual Property” shall survive expiration or termination of this Agreement.
6. **Internet connection.** Certain features may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you have at all times an active and stable Internet connection.
7. You cannot assign your rights or delegate duties or obligations under this Agreement. The failure to exercise or delay in exercising a right or remedy by the Company under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any prior, concurrent or subsequent right or remedy.
8. The Section numbers and headings are included merely for the convenience of the parties and are not to be construed in interpreting this Agreement.
9. The Company reserves right to amend this End User Subscription Agreement from time to time and will keep updated on its website www.jobcardmaster.com and it would be binding on end user. This is an essence of use of software.
10. The Company reserves the right to co-operate with any legal process and may provide documents, information related to your usage of the software and your general usage of the Device.

13. OSS SUBSCRIPTIONS

. **OSS License**

This software may also include some software programs, codes, and content that are Licensed or sublicensed to the user under the open source software (OSS) subscriptions.

14. Third-Party integration

A. Servers

The Company may integrate third-party servers for hosting web-domain and data backup which will have their own Terms and Conditions and Privacy Policy. You

accept that you shall be bound by such Terms and Conditions and Privacy policies.

B. SMS

The Company may integrate third-party SMS service for sending SMSs from the Software to the customer data to the customer's mobile number uploaded by you on the Software. You accept that you shall be bound by the Terms and Conditions and Privacy policies of the SMS service providers.

15. Domain

The Company shall host a sub-domain under main domain TIRESNSERVICE.COM for the purposes of usage of the Software by you. The domain shall remain property of the Company at all times.

Upon expiry of subscription or early termination of this Agreement the Company will remove the sub-domain from the web hosting and will discontinue any and all use and access of/ to the Software.

16. Client Data

You can take the customer data stored on server in case of termination of the Contract within maximum 30 days after termination of the Contract by written request only.

The Company will keep your data uploaded by you securely on the server but you will be provided access of the data whenever requested during subscription period by written request only.

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