

Terms Of Service



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Please read these terms and conditions carefully before using our website:

1. Interpretation and Definitions

Interpretation

The words in which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in the plural.

Definitions

Affiliate means an entity that controls, is controlled by, or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority;

Company (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Datametica Solutions Private Limited having its registered office at 502, 5th Floor, Zero One, Mundhwa Road, Koregaon Park Extension, Pingale Wasti, above Passport Office, Pune, Maharashtra 411036. Terms mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Website. Website refers to the website of the Company accessible from www.datametica.com

You mean the individual accessing or using the Website, or the company, or other legal entity on behalf of which such individual is accessing or using the Website, as applicable.

2. Acknowledgement

These terms govern your use of the website:

YOUR ACCESS TO AND USE OF THE WEBSITE IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE COMPANY. ALL SUCH GUIDELINES OR RULES ARE HEREBY INCORPORATED BY REFERENCE INTO THIS TERMS. IF YOU DO NOT AGREE TO ALL OR ANY OF THESE TERMS, DO NOT USE THE WEBSITE. IF YOU CONTINUE TO USE THIS WEBSITE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS, WHICH ALONG WITH THE PRIVACY POLICY (“PRIVACY POLICY”) WHICH GOVERN YOUR RELATIONSHIP WITH US. THESE TERMS APPLY TO ALL VISITORS, USERS AND OTHERS WHO ACCESS OR USE THE WEBSITE.

3. Access to Website

Accessing, browsing, subscribing or any other action you undertake with respect to the Website does not deem to make you a member, shareholder or affiliate of the Company for any purposes whatsoever, nor shall you have any of the rights of statutory members of the Company.

4. Your Use of the Site

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or another automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. The Company reserves the right to bar any such activity. You may not attempt to gain unauthorized access to any portion or feature of the Website or sell, offer for sale, modify, amend, reproduce, display, publicly perform, import, distribute, retransmit any information available on the Website. You may not probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website, or any other customer of the Company, or exploit the Website or information made available or offered by or through the Website. You may not use the Website in any manner for disseminating any virus, adware, trojans, logic bombs, spyware, or other malicious code or use the Website for any unlawful or illegal purposes.

5. Information Available on Website

The information on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the information on our Website is accurate, complete or up to date. The Company shall not be held liable under any circumstances including, but not limited to: any infringement, errors, damages, fraud, misrepresentations, direct or indirect losses, future business loss, liability, claims or omission of information or details posted, or any link accessible or made available through this Website. You understand that by using this Website, you may be exposed to information that may be incomplete, old, offensive and/or objectionable due to any reason whatsoever. The Company assumes no responsibility for such information.

6. Intellectual Property

Any and all intellectual property rights including but not limited to trademarks, copyrights, service marks, logos, taglines or any intellectual property rights associated with the Website (“Intellectual Property”) are the sole property of the Company, its affiliates, licensors, subsidiaries or third parties, as the case may be. The information is protected by Intellectual Property and applicable laws both in India and other countries. Elements of the Website are also protected by trade name, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All customized graphics, icons, and other items that appear on the Website are trademarks, service marks or trade name (“Marks”) of Company, its affiliates or other entities that have granted Company the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of Company. By displaying them on the Website, the Company is not granting You any license to utilize those Marks. Any unauthorized use of the Marks may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes. Except as otherwise expressly authorized by these Terms, You may not copy, reproduce, modify, amend, lease, loan, sell and/or create derivative works from, upload, transmit, and/or distribute the Intellectual Property of the Web Site in any way without Company’s prior written permission or that of an appropriate third party. Except as expressly provided herein, Company does not grant to You any express or implied rights to the Intellectual Property of Company or that of any third party.

7. Links to Other Websites

Our Website may contain links to third-party websites or services that are not owned or controlled by the company. You acknowledge that when You access a link that leaves the Website, the website that the Company has no control over and assumes no responsibility for, the information, content, privacy policies, or practices of any third-party Websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such information, content, goods or services available on or through any such websites or services. The Company has no liability to remove or in any manner block such third-party links or pop-ups. The Website may contain third party advertisements. The display of such advertisements does not in any way imply an endorsement or recommendation by the Company of the relevant advertiser or the merchant, its products or services. You are referred to the relevant advertiser or merchant for all information regarding the advertisement and its products and/or services. The Company accepts no responsibility for any interaction between you and the relevant third party and is released from any liability arising out of or in any way connected with such interaction. We advise you to read the terms and conditions and privacy policies of any third-party Websites or services that You visit.

8. Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms. Upon termination, Your right to use the Website will cease immediately and You must immediately destroy any copies You may have made of any portion of the Website. Accessing the Website after such termination, suspension or discontinuation shall constitute an act of trespass. Furthermore, You agree that the Company shall not be liable to you or to any third party for any termination or suspension of Your access to the Website.

9. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any direct, special, incidental, indirect, or consequential damages whatsoever), even if the Company has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

10. "AS IS" and "AS AVAILABLE" Disclaimer

THE WEBSITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS OR WILL OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. THE WEBSITE IS NOT HACK PROOF. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO YOUR DATA, QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SAFETY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE WEBSITE.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE WEBSITE, OR THE INFORMATION, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION PROVIDED THROUGH THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

11. Privacy

Company's Privacy Policy applies to the use of this Website, and its terms are made a part of these Terms by this reference. To view The Company's Privacy Policy, [click here](#). Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

12. Governing Law

The laws of India, excluding its conflicts of law rules, shall govern these Terms and Your access to this Website. You specifically agree and submit to the exclusive jurisdiction and venue of the Courts of Pune.

13. Disputes Resolution

If You have any concern or dispute about the Website, You agree to first agree to try to resolve the dispute informally by contacting the Company.

14. Indemnity

You agree to indemnify and hold Company, its affiliates, subsidiaries, officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Company (a) by any third party due to or arising out of or in connection with your use of the Website; (b) any breach of the Terms, (c) any breach or violation of applicable laws and regulations.

15. For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

16. The United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

17. Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party’s ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

18. Translation Interpretation

These Terms may have been translated if We have made them available to You on our Website. You agree that the original English text shall prevail in the case of a dispute.

19. Changes to These Terms

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time, without notice to You. taking effect. What constitutes a material change will be determined at Our sole discretion. You are encouraged to check these Terms on a regular basis to be aware of the changes made to it. By continuing to access or use Our Website after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new Terms, in whole or in part, please stop using the Website.

20. Contact Us

If you have any questions about these Terms, You can contact us: info@datametica.com