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## Terms and Conditions

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Terms and Conditions for Software to be used as a Service (SaaS)

### 1. Acceptance of Terms

1.1. By accessing or using the software (the "Service"), provided by Craftech (the "Service Provider"), you agree to comply with and be bound by these Terms and Conditions (the "Terms"). If you do not agree with these Terms, please do not use the Service.

### 2. License

2.1 SaaS License – For Licensed Software, subject to the Terms and Conditions of this Agreement and Customer's compliance therewith, Service Provider grants to Customer a non-exclusive, non-transferrable, limited-term license for Customer through its Authorized Users to access and use of Software, but only for Customer's internal use for its business and not for the development or design of any other software, product or solution. The Licensed software will run on Service Provider's servers. The Authorized Users will access and use the Licensed Software from Customer's Computers via the Internet through compatible web browsing software on Customer's Computers. Customer may access and use the Licensed Software only in the ordinary course of Customer's business operations and only by and through Authorized Users (as defined below).

2.2 License Restrictions - Customer must not use, and is not licensed to use, the Software or Services for any other purpose or in any manner or application that is in violation of any law, regulation, ordinance, or government authority, or in violation or breach of any obligation Customer may have to a third party, or for any unethical purpose.

2.3 No Rights to Code - Customer and its Authorized Users are not entitled to receive any copy of any of the Licensed Software in any form (source code, object code, executable code, or other form). The SaaS License is strictly limited to remote access via the Internet as described in this Agreement. In the event that Customer or any of its Authorized User does receive any of the Licensed Software, Customer and its Authorized Users will not decompile, disassemble or reverse engineer any of the Licensed Software, or distribute or publish any copy of any of it, or modify it or create any derivative work based on it, or in any way facilitate any of the foregoing. Nothing in this Section prohibits Customer's Authorized Users from receiving or displaying on Customer's Computers any screen displays, content or output served up by the licensed use of the Licensed Software under the SaaS License

### 3. Account/User Registration

3.1. You may be required to create an account for your users to access features of the Service. You are responsible for maintaining the confidentiality of your account/user information and for all activities that occur under your account/user.

## 4. Use of the Service

4.1. You agree to use the Service only for lawful purposes and in accordance with these Terms.

4.2. You may not use the Service to-

Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, obscene, offensive, defamatory, or otherwise objectionable.

Infringe upon the intellectual property rights of others.

Attempt to gain unauthorized access to any part of the Service or its related systems.

Use the Service in any way that may disrupt, damage, or impair its functionality.

## 5. Customer Data and Confidentiality

5.1 Customer Data - "Customer Data" means the data of Customer that are transmitted by Customer or its Authorized User to Craftech' s Servers as part of the licensed use of Licensed Software. Transmitting of Customer Data must be in accordance with Craftech' s then-current reasonable procedures, requirements and guidelines. Such Customer Data will be kept confidential by Craftech (and its contractors, if any) and will not be transmitted to any unauthorized third party except as needed for this Agreement or in connection with an acquisition or merger of Craftech. Customer warrants that Customer Data and the transmitting and storage of such data will not infringe, misappropriate or violate the rights or intellectual property of any third party or any law or regulation. Customer is responsible for the accuracy, integrity, completeness and content of Customer Data.

5.2 Protection of Customer's Other Confidential Information - Craftech understands and acknowledges that it may have access to financial or business information of Customer which Customer maintains in confidence and which is not generally known to others in the profession or industry of either Party or to the general public. Craftech agrees to hold all such confidential information of Customer in confidence and not to disclose any portion of it to any third party other than Craftech' s contractors, subcontractors, successors and assigns on a "need to know" basis who are under similar obligations of confidentiality.

## 6. Security

6.1 Passwords, Access and User Accounts - User IDs (e.g., logins), passwords and access to the Licensed Software and Customer Data residing on Craftech' s Servers will be administered and governed by Craftech' s then-current reasonable guidelines and procedures. Customer is responsible for any and all activities that occur under its accounts(s) (including user accounts) and for the confidentiality of all User IDs and passwords of Authorized Users and for the confidentiality of any other security-related information disclosed to Customer or any Authorized Users. Customer must safeguard such User IDs, passwords, and security-related information. Customer must notify Craftech of any known unauthorized use of Customer's user accounts and any other breach of security relevant to this Agreement. Each Authorized User will have a user account assigned to him or her. A user account may be assigned to and used by only one individual user – i.e., no sharing of user accounts.

6.2 Security - Customer is responsible for maintaining adequate technical and procedural access controls and system security requirements and devices to ensure that there is no unauthorized or improper access to or use of Licensed Software or Craftech' s Servers or violation of data privacy or confidentiality from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, volunteers, clients, customers, affiliates or Authorized Users of Customer. Craftech is not responsible or liable for any unauthorized or improper access to or use of Licensed Software or any Customer Data where such access or use originates outside of Craftech Servers or from, by or through any equipment,

computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, clients, customers, affiliates or Authorized Users of Customer.

6.3 Personal Information - Customer and its Authorized Users must not disclose to Craftech or transmit to or store on any Craftech Servers any personally identifiable information (PII), protected health information (PHI), payment card information (PCI) or any other personal information. Customer and its Authorized Users must not violate any law, regulation or government order or the rights of any person. Customer will indemnify Craftech and its officers, managers, employees, contractors and representatives against, and hold them harmless from, any such violation and any claims of such violation, and any judgments, settlements, damages, awards, expenses, costs, losses, and attorneys' fees.

6.4 Customer Data Only - Except for the transmission and storage of Customer Data, Customer and its Authorized Users may not transmit, upload or store any data, computer programs, or other subject matter to or on Craftech Servers.

6.5 Suspension for Security Breach - In the event that Craftech believes that Customer's (including any of its Authorized Users') access to or use of any Licensed Software, Services or Craftech Servers or any of Customer's Computers presents a security breach or risk to Customer Data or to the data or property of any other customer or to the Craftech Servers, then Craftech may suspend such access and use until the security breach or risk has been eliminated to the reasonable satisfaction of Craftech. Such suspension will not be a breach of this Agreement and Craftech will have no liability for such suspension. Customer will fully cooperate with Craftech in connection with any such security breach or risk or any such suspension.

## 7. Subscription and Payments

7.1. Some features of the Service may require payment. You agree to pay all fees associated with your subscription in accordance with the pricing and payment terms provided.

7.2. All fees are non-refundable, except as otherwise expressly provided in these Terms or as required by applicable law.

## 8. Privacy

8.1. Your use of the Service is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information. By using the Service, you consent to the practices described in the Privacy Policy.

## 9. Intellectual Property

9.1. All content and materials provided through the Service, including but not limited to software, text, graphics, and logos, are the property of Service Provider and are protected by copyright and other intellectual property laws.

## 10. Termination

10.1. Service Provider reserves the right to suspend or terminate your access to the Service with prior notice, if found not abide to the mentioned terms and conditions herein, or in case of payment failures as per the payment terms provided.

## 11. Disclaimer of Warranties

11.1. The Service is provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

## 12. Limitation of Liability

12.1. Service Provider shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from

- (a) your use or inability to use the Service;
- (b) any unauthorized access to or use of our servers and/or any personal information stored therein.

## 13. Force Majeure

13.1 Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of nature, floods, fires, accidents, riot, war, crime, terrorism, government intervention or regulations, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder

## 14. Governing Law

14.1. These Terms are governed by and construed in accordance with the laws of Nashik Jurisdiction.

## 15. Changes to Terms

15.1. Service Provider reserves the right to modify or revise these Terms at any time. Your continued use of the Service after such changes constitutes your acceptance of the revised Terms.

## 16. Contact Information

16.1. If you have any questions or concerns about these Terms and Conditions, please contact us at [info@craftech.co.in](mailto:info@craftech.co.in)

By using our SaaS application, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

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