

Terms & Conditions

1. Terms of Use

Welcome to the website of Webtel Electrosoft (P) Ltd. By accessing our website, you agree to comply with and be bound by the following terms and conditions of use. If you disagree with any part of these terms and conditions, please do not use our website. These terms of use are governed by the Information Technology Act, 2000 and the Indian Contract Act, 1872.

2. Privacy Policy

Our privacy policy outlines how we collect, use, and protect your personal information when you use our website. It also explains your rights and choices regarding your personal data. We are committed to ensuring that your privacy is protected in accordance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

3. Cookie Policy

Our cookie policy explains how we use cookies and similar technologies to improve your browsing experience on our website. It also provides information on how you can manage your cookie preferences. This policy is in compliance with the Information Technology (Intermediaries Guidelines) Rules, 2011.

4. Use of and Access to the Platform

4.1. You agree to use the Platform only for lawful purposes, and that you are responsible, liable and accountable for all activities that take place through your use of Platform or availing the Services. We exclude any liability arising out of use of the Platform.

4.2. You understand, accept and agree that the payment facility provided by us is neither a banking nor financial service, but we merely act as a facilitator providing an electronic payment option, automated online electronic payment option, for the transactions on the Platform using the existing authorized banking infrastructure and the payment gateway/payment aggregator networks. Further, by providing payment facility, we are neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction.

4.3. Service Level Terms: We will use commercially reasonable efforts to provide you the Platform. We will provide you with reasonable technical support services in accordance with our standard practices. We do not make any commitment that the Platform will be available at all times or during any down time :

- (a) caused by outages to any public Internet backbones, networks or servers,
- (b) caused by any failures of your equipment, systems or local access services,
- (c) for previously scheduled maintenance,
- (d) caused by any third party vendor or service provider of the Company,
- (e) caused by any failure of systems or servers of any third party including that of the government and its authorities and/or financial institutions such as asset management companies or any financial intermediaries,
- (f) attributable to events such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labour conditions, earthquakes, natural disasters, hacking, phishing or interruptions in Internet services to an area where the Company or its servers are located or co-located, or
- (g) required pursuant to instructions received by us from any governmental or regulatory authority.

4.4. Updates: From time to time, we may provide upgrades, patches, enhancements, or fixes for the Platform to you generally without additional charge and such updates will become part of the Platform and subject to the Terms. Notwithstanding the foregoing, we shall have no obligation under these Terms or otherwise to provide any such updates. You understand that the Company may cease supporting old versions or releases of the Platform at any time in its sole discretion.

4.5. By accessing or using the Platform or by availing Services, you agree not to:

- 4.5.1. host, display, upload, modify, publish, transmit, update or share any information (if provided with the functionality to do so on the Platforms) that:
 - (a) belongs to another person and to which the user does not have any right;
 - (b) is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws of India;
 - (c) is harmful to minors;
 - (d) infringes any patent, trademark, copyright or other proprietary rights
 - (e) violates any law for the time being in force;
 - (f) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
 - (g) impersonates another person;
 - (h) threatens the unity, integrity, defence, security or Sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any foreign states;
 - (i) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
 - (j) is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person.

4.5.2. violate the Terms or any law for the time being in force;

4.5.3. conduct or forward surveys, contests, pyramid schemes or chain letters involving the Services;

4.5.4. impersonate any person or entity, falsely claim or otherwise misrepresent your affiliation with any person or entity, or access the accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Services, perform any other similar fraudulent activity

4.5.5. infringe our or any third party's patent, trademark, copyright or other intellectual property rights, proprietary rights, rights of publicity or privacy;

4.5.6. use the Services if you are under the age of 18 (eighteen) years;

4.5.7. post or transmit any message (if provided with the functionality to do so on the Platforms) which discloses private or personal matters concerning any person or, is grossly harmful, harassing, hateful and/or disparaging;

4.5.8. post or transmit (if provided with the functionality to do so on the Platforms) any message, data, image or program which is blasphemous, vulgar, or offensive in nature;

4.5.9. refuse to cooperate in an investigation or provide confirmation of your identity or any other information provide by you to us;

4.5.10. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform and Services or features that enforce limitations on the use of the Services or the Platform;

4.5.11. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of as regards Services or Platform or any part thereof, except and only to the extent this is expressly permissible by applicable law;

4.5.12. use the Services or the Platform in any manner that could damage, disable, overburden, or impair it, including, without limitation,

4.5.13. using the Services or the Platform in an automated manner;

4.5.14. modify, adapt, translate or create derivative works based upon the Services and Platform or any part thereof, except and only to the extent that that this is permissible by applicable law;

4.5.15. intentionally interfere with or damage operation of the Services or the Platform or any other user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code or file/ programme with contaminating or destructive features or which are designed to interrupt, destroy or limit the functionality of any computer resource;

4.5.16. use any robot, spider, other automatic device, or manual process to monitor or copy the Platform without prior written permission;

4.5.17. take any action that imposes an unreasonably or disproportionately large load on our infrastructure/network;

4.5.18. use the facilities and capabilities of the Platform to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others;

4.5.19. use the Platform to collect or obtain personal information, including without limitation, financial information, about other users of the Platform, except and only as expressly provided in the Terms;

4.5.20. use the Services in a manner that results in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties and other liability to us, a third party or you.

5. Information

5.1. While we use commercially reasonable efforts to facilitate provisions of the information, information on compliance deadlines for filing various tax returns and other statutory forms, etc on the Platform, we are not responsible for any errors or omissions, or for the results obtained from the use of or reliance on this information. Specifically, certain links in Platform may connect to other websites maintained by third parties over which we have no control. If you access such links, your use of the third party websites will be governed by the policies of such websites. We encourage you to review the terms and policies of such websites.

5.2. Any information, information on compliance deadlines for filing various tax returns and other statutory forms; relevant tax related news; and any other regulatory news made available through the Platform is for general guidance on matters of interest only. In particular, impact of laws and regulations can vary widely based on the specific facts involved. Given the changing nature of laws, rules and regulations, and the inherent hazards of electronic communication, there may be delays, omissions or inaccuracies in such information. Accordingly, the information provided through or in relation to this Platform is so done with the understanding that we are not herein engaged in rendering legal, accounting, tax, or other professional advice and services. As such, it should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers. Before making any decision or taking any action, you should consult a professional advisor. You acknowledge that the provision of the Platform or Services does not constitute the provision of any specific advice nor any other professional services or advice of any kind (including any tax services). Any use of the Platform or Services (including reliance on any of the contents therein) is at your sole risk.

5.3. While we use reasonable efforts to facilitate the information made available through the Platform is being obtained from reliable sources, we are not responsible for any errors or omissions, or for the results obtained from the use of or reliance on this information.

5.4. We do not make any representations as to the accuracy or any other aspect of information contained in other websites. All information made available through the Platform is provided "AS IS", with no guarantee, representation, or commitment of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose.

6. Intellectual Property Rights and Ownership

6.1. We own the rights in the design, compilation, and look and feel of our Platform. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. Subject to compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sub licensable, royalty-free, revocable, and limited access to use the Platform and the Services in accordance with these Terms.

6.2. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

6.3. We may provide you with summary of the news or information that is already available in the public domain. Further we may provide you an electronic link to the original source of such news or information. Upon clicking the electronic link, you may be directed to the website of a third party who has published that news or information. We do not own any intellectual property rights in the information published by such third party.

6.4. Use of data: Notwithstanding anything to the contrary contained herein, when you enter or upload your data onto the Platform, you expressly agree, covenant, consent and grant us, our Strategic Partners, our third party service providers and our group companies, affiliates, all rights, licences and consents to host, display and back up all data you submit to us through our services and as required by us including but not limited to personal data and any other data relating to financial information of yourself and others.

6.5. Data loss: Data loss is an unavoidable risk when using any technology. You are responsible for maintaining copies of your data entered into the Platform or for availing the Services.

6.6. No compensation: Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using the Platform or the Services.

7. Governing Law and Jurisdiction

These Terms shall be governed by and construed and enforced in accordance with the laws of India. Any controversies, conflicts, disputes, or differences arising out of these Terms shall be resolved by arbitration in New Delhi in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this Clause. The tribunal shall consist of 1 (one) arbitrator appointed by us. The language of the arbitration shall be English. The parties to the arbitration shall keep the arbitration confidential and not disclose to any person, other than on a need to basis or to legal advisors, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the Parties hereto. Subject to other provisions in this Clause, courts in New Delhi shall have exclusive jurisdiction over all issues arising out of these Terms or the use of the Services.