

Terms of Service

MACES TECH PRIVATE LIMITED (‘MACES’, ‘We’, ‘Us’, ‘Our’ or ‘Proptor’) provide services (‘Service’) through our website www.proptor.co.in (‘Website’) and other our product Proptor or “PROPTOR as may be used.

Description of PROPTOR Services

We offer mobile based inspection management software with an online hosted software component as a complete inspection software solution as part of, and to provide, the Services.

By creating an account and using or accessing our Website, You or the Entity (‘You’, ‘Your’, ‘User’) that you represent enters into an Agreement (‘Agreement’) with MACES and Proptor and agree to the following terms and condition of Agreement (‘Terms’) and the Privacy Policy available at our website www.proptor.co.in with regards to your use of our Website and Service.

Acknowledgement and Acceptance of Terms & Conditions of Agreement (‘Terms’)

Please read these Terms carefully. By registering to use our Service, you acknowledge that you have read, understood and agree to be bound by these Terms and Privacy Policy. If you do not agree to be bound by these Terms and Privacy Policy, please exit the Service now.

Terms and Conditions of the Agreement (‘Terms’)

Duration

This Agreement shall commence on the day you subscribe to the Service and continue until you delete your account or we decide to shut down our Service or suspend or terminate your account for non payment of subscription charges or for any reason as provided under the Terms.

License Grant And Restrictions

In consideration of your payment of the relevant fees wherever applicable, Proptor agrees to provide you and hereby grants to you a limited, non-exclusive, non-transferable license to use Service through Website and Mobile App provided to you by Proptor.

You own and have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and IPR ownership or right to use of all your data and we shall not be responsible or liable for the deletion, correction, destruction, damage, loss of or failure to store any Customer data.

You agree to ensure that you will not use the Service for the purpose of storing, transmitting or receiving any unacceptable content.

Excess Data Storage Fees

The Service includes a maximum disk storage space designated by the contract for each account, and disk storage space in addition to this amount shall submit you to additional fees as determined by Proptors additional storage fees at the time. Proptor shall not be responsible for notifying you when your disk storage is approaching or has reached the permitted disk storage; Proptor's failure to notify you shall not affect your responsibility for such additional storage charges. Proptor reserves the right to establish or modify its general practices and limits relating to storage of user data. Extra data in excess of your storage limits will incur a cost of Rs. 1000 per month for each block of 25,000 photos.

Charges and Billing

Proptor charges and collects non-refundable fees in advance for use of the Service. Proptor will automatically renew User's subscription unless User gives notice of non-renewal at least 30 days before the end of the relevant subscription term. Proptor will charge User's credit card or other payment method every month or year, depending on User's authorization and subscription type. Proptor grants no refunds or credits for partial months or years of Service. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and User shall be responsible for payment of all such taxes, levies or duties. Proptor charges for the Service excludes taxes, taxes, phone and Internet access charges and other data transmissions. As our Services and features are available to certain mobile phones or devices, your carrier's data rates and fees apply. You should check the rates and services offered by your carrier. Your invoice may include taxes, levies or duties that Proptor is required to collect by applicable taxing jurisdictions. User must provide Proptor with a valid credit card as a condition to subscribing to the Service. Proptor reserves the right to modify its fees and to introduce new charges at any time, upon at least 15 days prior notice to User, which notice may be provided by email or posted on the Proptor Site or application.

User may upgrade or downgrade the Service at any time during the term by written notice to Proptor (downgrades are only available with monthly subscription accounts, from one paying level to another – User may not downgrade from a paying account to a free account), applicable to the billing cycle next following Proptor’s receipt of such written notice. For any upgrade or downgrade in package level, the credit card that you provided as part of your Registration Data will automatically be charged the new rate on your next billing cycle. Proptor will not extend any credit or refund for partial months of service in the case of downgrades to a monthly subscription. The expiration/renewal date of Service, whether monthly or annual, will not change. Fees may not be credited towards other Services. Additional users added through the Proptor website will be considered immediate upgrades to the Service.

User Cancellation and Termination upon Expiration

Subject to the terms and conditions of this Agreement, User may cancel the Service by emailing support@proptor.co.in, unless bound by an annual term. Such cancellation shall be in writing and Proptor will provide instructions on how to continue with the cancellation process. Failure to comply with the process provided by Proptor will not result in proper cancellation and your account will continue to be charged.

For monthly subscriptions, User is purchasing the Service for full monthly terms, If User terminates Service prior to the end of a monthly term, User will be responsible for that month’s full Fee through the end of the then-current term, including, without limitation, unbilled charges, which will immediately become due and payable. User shall pay all accrued but unpaid fees upon expiration of the term of or termination of Service

For fixed term annual subscriptions (i.e., twelve (12) months), User has committed to purchase the Service for the full annual term, to be paid annually in advance. User’s annual subscription will renew automatically after the initial fixed term is over, unless terminated as herein provided. User may cancel the Service prior to expiration of the annual term without refund. User shall pay all accrued but unpaid fees upon expiration of the term of or termination of Service.

Upon cancellation, User will no longer have access to the Site and all information contained within User's account and User Data will automatically, permanently and irreversibly deleted. Proptor accepts no liability for such deleted information or User Data.

Internet Delays and Electronic Communications Privacy Act Notice

Proptors services may be subject to limitations, delays, software upgrades, and other problems inherent in the use of the internet and electronic communications and software. Proptor is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Proptor Templates, Forms and Documents

Proptor's standard forms, templates and documents (the "Forms" or the "Templates") are provided purely as a service to you and are not intended to provide specific professional advice to you or any 3rd party. You acknowledge and agree that the Forms are provided to you on the basis that you understand the legal requirements surrounding property or other such inspections in your local, state and federal jurisdiction, and that any use or reliance on the Forms to perform such inspections shall be entirely at your own risk. You should consult an attorney before using or relying on the Forms if there is any doubt surrounding their legality in your jurisdiction. In no event shall Proptor and its affiliates be liable for any direct, indirect, consequential or exemplary damages or expenses (including attorney's fees and costs) or any claim arising from or in connection with the use of the Forms. The use of Forms are subject to these Terms of Use. Should you require modification to the Forms for use in jurisdiction then you should contact Proptor to enquire about the possibility of obtaining such modifications for your account. Proptor in no way guarantees that such modification will be attainable and additional fees may be required in events where modification is possible.

Modification to Terms or our Service

We expressly reserve the right to update and change the Terms from time to time without notice to you. Further, we reserve the sole right to either modify or discontinue the Service or may delete or add any feature at any time with or without notice to you. We will not be liable to you or any third party should we exercise such an option.

You accept and agree that this is your responsibility to keep reviewing these changes from time to time and to familiarize yourself with any modification. Your continued use of the Service after such modifications will constitute acknowledgement of the modified Terms and in agreement to abide and be bound by the modified Terms. If we make any change in the Terms, we will change the last updated date.

Personal Information and Privacy

Your personal information shall be managed as per the Privacy Policy provided on our Website. It is your responsibility to maintain the confidentiality of your Personal Information including but not limited to username, password and other sensitive information. Proptor is not responsible in any way for any loss or damage to you or to third party or misuse of your account due to unauthorized access.

Accounts Administration and Recovery

Your account may have one or more users including administrator or administrators. Administrators can configure the Service based on your requirements and manage end users in your organization.

You are completely responsible for managing your organization users including adding and removing users as well as granting them administrative privileges.

You are responsible for ensuring that your organization does not lose control of administrative accounts. In case of an event where your organization loses control over administrator account, we may recover such information at our sole discretion. We may reassign administrator control to such individuals, only upon such proofs to our satisfaction, including but not limited to submission of authorization letter, board resolution, email and phone verification. You agree not to hold Propotor liable for the consequences of any action taken by us in good faith in this regard.

Termination

You may discontinue the use of your account at any time but by giving a notice of discontinuation at least 7 days in advance before the start of next billing cycle. You are solely responsible for properly cancelling your account. All of your information may be immediately deleted from the Service upon your cancellation.

You acknowledge and agree that We may, in our sole discretion, at any time terminate or suspend your access to all or part of the Service with or without notice and for any reason, including, without limitation, on breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be the grounds for terminating your account.

Upon termination or suspension of your account, regardless of the reason therefore, your right to use the Service immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. We will not be liable to you or any third party for any claims of damages arising out of any cancellation, termination or suspension.

Service Level

We do not guarantee that the Service will be operable at all the times or during down time, including but not limited to internet service provider outages, equipment failures, scheduled maintenance or force majeure events.

Marketing

You agree to let us use your organization's name and logo in the customer list and at other places on the Website, including but not limited to Website.

Proprietary Rights

The Service, which includes but is not limited to all intellectual property rights in the Service, will always be our property. You will use the Service subject to the Terms. Unauthorized use of the Service or resale of the Service without our prior written consent is prohibited. You will not do or allow any third party to do reverse engineering or modify or create derivatives of the Service using any method possible in any way.

Except for the licenses granted by us to you to use the Service, you have no right, title or interest in or to the Service. You acknowledge and agree that we own all rights, title and interest in and to the Service.

Disclaimer of Warranties or Representations

You understand and agree that Service is provided on 'as is' and 'as available' basis without warranty of any kind. Your access to and use of the Service is at your own risk. We expressly disclaim all warranties of any kind, express or

implied, included but not limited to the implied warranties of merchantability or fitness for a particular purpose or the warranty of non-infringement. Without limiting the foregoing We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, security or reliability, technical or other mistakes, inaccuracies of the Service. Neither We make any warranty that the Service will be error free, free of viruses or other harmful components or that access thereto will be continuous or uninterrupted.

No advice or information, whether oral or written, contained in the Service or obtained from Us or Our employees or Our representatives, shall create any warranty not expressly stated in the Terms. You understand and agree that you will be solely responsible for any damage to you resulting from the use of the Service. We will not be responsible or liable for any harm to your computer system, loss of data, or any other harm that results from your access to or use of the Service. The entire risk arising out of use the Service remains with you.

You agree that We or Our affiliates shall, in no event, be liable to you or any third party for any consequential, incidental, indirect, punitive, special or other loss or damage of any kind whatsoever or loss of business or business information, profits, any type of interruptions, computer failure or any other type or kind of loss arising out of or in connection with the use of the Service even if We have been advised of the possibility of such damage.

You acknowledge and agree that your sole and exclusive remedy of any dispute with Us related to any of the Service shall be to discontinue of the Service. In no event Our entire liability to you in respect of any Service, whether direct or indirect shall exceed the fees paid by you towards the last billing cycle of such Service. If you are in free user plan or using the Service without making any payment then We have no liability whatsoever.

Indemnification

You agree to indemnify, hold harmless and defend Proptor, its directors, shareholders, investors, contractors, subsidiaries , licensors, owners, proprietor, officers, employees, advertisers, suppliers and agents from and against any third party claim arising from or in any way related to your use or misuse of Service, violation of the Agreement or Terms or any other actions connected with the use of Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), judgments, suits, fine and expenses including attorney's fees and cost.

Governing Law and Jurisdiction

These Terms shall be governed for all purposes and enforced in accordance with the laws of India. Courts in Mumbai, India shall have the exclusive jurisdiction to determine any dispute arising in relation to, or under, these Terms.

Last updated on May 6, 2020