

URTECHMATE PRIVATE LTD.

SERVICE AGREEMENT & TERMS OF USE

This Service Agreement ("Agreement") is a contract between you and URTECHMATE PRIVATE LTD. ("URTECHMATE"), a corporation registered under laws of India having its registered office at Office no. 167, Tower - B1, Spaze IT park, Gurgaon, Haryana (INDIA), and applies to your use of URTECHMATE Services.

This agreement contains the terms and conditions that govern the services rendered and terms and conditions upon which the provider will provide services to the customer. The Service is being offered via provider's internet website <http://www.urtechmate.com> ("URTECHMATE Portal") or by means of an application on an electronic communications device ("App") through which the services may be provided. These terms and conditions ("terms of use") state important requirements regarding your use of URTECHMATE's website, URTECHMATE's computer support service and your relationship with URTECHMATE. You should read and understand them carefully as they contain important information and instructions such as how long the service contract lasts, charges and fees for early termination, our rights to change the terms and conditions, our statement that we are an independent third party service provider and not affiliated to any brand unless otherwise specified, limitations of liability, privacy, and settlement of disputes by arbitration instead of in court.

You must agree with all of the terms and conditions contained in this Agreement. By clicking the payment button on the website or by checking the box against "*I have read and agree to Service agreement*" on the payment page on the website, you accept and agree to such terms and conditions and they will apply to all your service plans offered by us, including all your existing plans. Your acceptance of these terms & conditions will also be implied by the use of URTECHMATE service. However, the service plan will form the part of the "Agreement" only if the same has been acknowledged by URTECHMATE in writing or by an e-mail

DEFINITIONS

Certain terms defined in these Terms and Conditions are also used in the Privacy Policy and are incorporated by reference to these Terms and Conditions.

CONTENT

Software, Materials, Services and other related information are collectively referred to as "Content."

YOU

"You" means you individually, any person, including any employer or anybody that you are acting on behalf of.

URTECHMATE

"URTECHMATE" means URTECHMATE PRIVATE LTD., a corporation registered under the laws of Haryana, INDIA having its registered office at Office no. 167, Tower - B1, Spaze IT park, Gurgaon, Haryana (INDIA)

URTECHMATE CERTIFIED TECHNICIAN/(S)

URTECHMATE Certified Technician means technicians and specialists as deputed by URTECHMATE to perform the Services under this Agreement.

WARRANTY BASED PLANS

"Warranty Plans" or "Warranty(ies)" are tenured plans offered by URTECHMATE that are active for a specified period and will not include any incident based plans such as "Per Incident Plan" or the like.

SERVICES AND URTECHMATE PORTAL

All references to "Services" refer to any service delivered through URTECHMATE PRIVATE LTD., under the plan that you enter into with URTECHMATE through use of the URTECHMATE Website

located at <http://www.urtechmate.com> (the URTECHMATE Portal"). These Terms of Use govern all plans available through the URTECHMATE Website, and any use of the URTECHMATE Portal. In the event of any conflict these Terms of Use control any valid Plan Order form that you submit requesting Services ("Plan Order").

MATERIALS

Materials means any downloadable material from URTECHMATE portal including but not limited to web casts, newsletters, white papers, press releases, datasheets, FAQs, product information, guide and reference book, or other works of any kind that are made available to download from the URTECHMATE Portal are the proprietary and copyrighted work of URTECHMATE and/or its suppliers.

SOFTWARE

Software means a computer program of any kind, whether owned by URTECHMATE or a third party, whether delivered via download, CD, other media, or other delivery method, including client and/or network security software. Elements of the Software are protected under copyright, trade secret, unfair competition, and other laws. Software includes both URTECHMATE Software and third party Software. Your use of Software is subject to the respective agreements such as a license agreement or user agreement that accompanies or is included with the Software, ordering documents, exhibits, and other terms and conditions that apply ("License Terms"). URTECHMATE will not be liable for the use of any third party software by you.

SUBMISSION OF PLAN ORDERS SERVICE PLANS

You may order Services by submitting Plan Orders through the URTECHMATE Portal. Once URTECHMATE accepts the Plan Order submitted by you, then you will receive an email from URTECHMATE at the email address that you provide or have provided to URTECHMATE as part of the Registration Process for the Services. URTECHMATE is not responsible for rendering Services in connection with any Plan Order that it has not accepted. Only upon acceptance by URTECHMATE of a Plan Order, you will have a Service Plan.

UNDERTAKING

Subject to the Terms and Conditions, and other terms specific to each Service Plan, URTECHMATE will address your query using commercially reasonable efforts in providing

appropriate solutions under the Services. In most cases, URTECHMATE will attempt problem diagnosis and a solution

through phones, emails, chats, remote access devices or software's or other means as it deems most appropriate under the circumstances including remote access. You understand that if remote access is used on your computer there will be no residual software from the remote session; however, there may be a text file placed on your computer that will explain the work that was done on your computer. If such a text file is placed on your computer, you have the option to either save the file for future reference or to delete it from your computer. In addition, URTECHMATE reserves the right to put its website portal link in the favorites link of your browsers for easy access later. You also allow URTECHMATE to contact you via phone, chat, email or social media network or any other media to send you periodic updates or newsletters or for any new promotions or updates or for information related to up gradation to new plan. All undertakings under Service Plans are subject to URTECHMATE'S Limited Warranty, which is set forth below. For more information, please refer to online documentation or call us at +1-844-952-7269. You agree to pay all Services Fee and any other applicable fee/charges as set out in the relevant Plan Order in accordance with the Payment Terms provided below.

PAYMENT

URTECHMATE will provide services against the respective plans only upon the receipt of payment for the respective plan. It has no obligation to render any services unless such payment is received.

URTECHMATE may provide incident based plans as well as term based plans for service. The term based plans may be for a period ranging from 2 months to 3 years. You will need to make the payment in advance for all such plans at the time of commencement of warranty cycle. You must read the payment and other terms of the plan very carefully and must make the payment accordingly. URTECHMATE reserve the right to offer discounts against such plans on case to case basis. Such discounts could be on isolated cases which are purely on the discretion of its management. URTECHMATE may also offer some promotional discounts or referral discounts based on market conditions or its own policies. The decision of URTECHMATE management in this matter will be final.

REFUND AND CANCELLATION POLICY

BELOW IS THE REFUND AND CANCELLATION POLICY OF URTECHMATE PRIVATE LTD. ("URTECHMATE"). BY ACCEPTING THE WARRANTY PLANS OR CONTINUING TO

USE URTECHMATE SERVICE, YOU AGREE TO THE TERMS AND CONDITIONS OF REFUND POLICY LISTED BELOW.

PLAN WISE REFUNDS RIGHTS

(A) For incident based plans

You can claim for refund for an incident based plan only if all of the below conditions are met:

1. You have completed all the prerequisites for the resolution of the problem. Below is a list of certain prerequisites. Please note such list is not exclusive.
 - a. Giving remote access to computer.
 - b. Connecting wires to right ports to make the device available and working to use.
 - c. Having proper electricity connection to facilitate regular connection with device.
 - d. Inserting CD's or requisite software's to resolve the problem.
 - e. Having legal software rights with you.
 - f. Ensuring hardware configuration matches with software's requirements.
 - g. Following the instructions as given by URTECHMATE technician.
 - h. Not having malicious codes, bugs installed to stop the help.
 - i. Not violating any of the hardware or software related legal terms of use.
 - j. Allowing URTECHMATE technician to make changes in correct settings etc.
 - k. Not having any other infirmity which renders it impossible for URTECHMATE technician to proceed.
2. The same problem start resurfacing again with the same or higher magnitude within a period of 30 days and the second attempt to correct the problem within a period of 3 working days also goes futile.

3. The solution to the problem does not result in the out-of-scope activity (please also refer to exclusion of services clause in service agreement) and is still not solved. Some of the examples of the out of scope activities are as below. The below list is not exhaustive
 - a. The problem is diagnosed with a hardware configuration which requires a change in hardware either because of its incompatibility or otherwise. Such new hardware unless purchased will not help in solving the problem.
 - b. The problem requires the customer to purchase a license. Unless such license is purchased, URTECHMATE will not be able to solve the problem.
 - c. The problem is for an out of scope activity as mentioned under the exclusion of service clause in the service agreement.

PLEASE NOTE THE ABOVE LIST IS NOT EXCLUSIVE AND IS ONLY FOR THE PURPOSE OF REFERENCE.

(B) For Warranty Based Plans

For warranty based plans you are entitled to claim the full refund if not even a single issue is solved within a period of 3 days of warranty. You reserve the right to invoke this clause within a period of 5 days from the end of first service by writing email to URTECHMATE at support@URTECHMATE.com. Otherwise it will be assumed that at least one issue has been resolved.

In case at least one issue has been resolved, the fee for warranty will not be refundable except as mentioned below in the heading "*procedure and amount for refunds*".

PROCEDURE AND AMOUNT FOR REFUND

You must follow the procedure listed below to make a valid claim for refund.

Step 1: You must identify which problem is not solved.

Step 2: You must call at phone number +1-844-952-7269 or some other number as available on <http://www.urtechmate.com>, or given to you as a call back number for service to try to find out the solution for the same with the assistance of URTECHMATE Technician.

Step 3: In addition, you must write at support@urtechmate.com with the following details:

- a) The Invoice or ID number given to you at the time of sale.
- b) The reason for asking refund.
- c) Outlining the issue which was communicated earlier and not resolved.
- d) Reference of any attempt the technician made to rectify the issue but proved futile.

Step 4: You must allow a turnaround time of 2 working days from the date of such email to support@urtechmate.com, and provide them the necessary facilities and infrastructure to resolve the issue.

Step 5: In case the issue is still not resolved, URTECHMATE may agree on the amount claimed for refund after deduction of necessary charges for servicing to customer. However, the amount claimed for refund by you should in no case be more than the amount mentioned as per the table below:

Issues Solved	Maximum Claim for Refund
No issue solved in 3 days of sale.	100% of Plan.
At least 1 issue solved.	Warranty activated and no refund applicable.
Warranty activated and URTECHMATE fails to resolve any subsequent	Full amount of “ <u>Warranty support for 1 year</u> ” as per invoice (However activation fee would be

issue raised by the customer.	non-refundable) .
URTE CHMA Warranty activated and TE resolves at least 1 further issue and fail to resolve subsequent issue.	50% of amount of “ <u>Warranty support for 1 year</u> ” as per invoice (However activation fee would be non-refundable) .
URTE CHMA Warranty activated and TE resolves at least 2 further issues and fail to resolve subsequent issue.	25% of amount of “ <u>Warranty support for 1 year</u> ” as per invoice (However activation fee would be non-refundable).
URTECHMATE resolves at least 3 further issues and fail to resolve subsequent issue.	10% of amount of “ <u>Warranty support for 1 year</u> ” as per invoice (However activation fee would be non-refundable) .
URTECHMATE resolves at least 4 further issues solved.	No amount is refundable.

YOU, HEREBY, AGREE THAT YOU WILL FOLLOW THE ABOVE PROCESS TO CLAIM REFUND AND WILL NOT INVOKE ANY DIRECT CHARGEBACK WITH THE BANK. WITHOUT FIRST COMPLETING THE ABOVE PROCEDURE IN ORDER TO PROVIDE A REASONABLE OPPORTUNITY TO **URTECHMATE** TO RESOLVE THE ISSUE.

YOU ALSO AGREE THAT IN CASE YOU HAVE ALREADY MADE A CHARGEBACK DIRECTLY WITH BANK, DUE TO IGNORANCE, YOU WILL WITHDRAW IT WHEREVER

URTECHMATE AGREES BY EMAIL TO GRANT A REFUND AN AMOUNT EQUAL TO
MAXIMUM LIMIT AS PER SLABS MENTIONED ABOVE.

You have fully read, understood, and agreed to the refund and cancellation policy. By clicking the payment button on the website or by putting a tick box against “I have read and agree to Refund Policy” on the payment page <http://www.URTECHMATE.com> website you hold yourself responsible for all charges agreed upon in terms of the service plan selected by you. You agree to pay the credit card company ALL the charges/fee incurred for the services rendered by ‘URTECHMATE’ and will not dispute or claim any refund with the credit card company.

**FAIR AND REASONABLE USAGE POLICY;
SUSPENSION OR TERMINATION OF WARRANTY**

For the term plans, URTECHMATE does not limit the amount of the online support requests a Warranty-based-plan user may make during the warranty period, however, each warrantor's use of the support services for the warranty based plans are subject to URTECHMATE'S "fair and reasonable use" policy. Under this policy, if at any time, at URTECHMATE'S sole discretion, a warranty based plan user is found to be abusing the service by exceeding the level of reasonable use expected from someone using a Warranty based Plan for individual use, URTECHMATE reserves the right to suspend or terminate warrantor's services. In addition, URTECHMATE reserves the right to suspend or terminate any Warranty Services of any Subscriber that URTECHMATE, in its sole discretion, determines are being used

- Fraudulently
- By any person other than the Warrantor
- For any computer system other than a Registered System.

User may terminate the Service at any time by giving written or electronic notice to URTECHMATE; provided, however, that User will not be entitled to a refund of any fees prepaid by User for the Service.

NO AFFILIATIONS WITH BRANDS FOR TECHNICAL SERVICES

URTECHMATE IS AN INDEPENDENT SERVICE PROVIDER OF ON DEMAND TECH SUPPORT AND IS NOT AFFILIATED TO ANY THIRD PARTY BRAND (including but not limited to Dell, HP, AOL, Microsoft, Apple, Norton or any other antivirus or any other brand in computers or like devices or related accessories or any brand of electronic or technical company) **UNLESS SPECIFIED.**

URTECHMATE AS AN INDEPENDENT SERVICE PROVIDER, PROVIDES REMOTE TECH SUPPORT TO THIRD PARTY PRODUCTS UNDER VARIOUS BRAND NAMES. ANY USE OF THIRD PARTY TRADEMARKS, BRAND NAMES, PRODUCTS AND SERVICES IS ONLY REFERENTIAL AND URTECHMATE HEREBY DISCLAIMS ANY SPONSORSHIP, AFFILIATION OR ENDORSEMENT OF OR BY ANY SUCH THIRD PARTY.

PRIVACY POLICY

The URTECHMATE Privacy Policy is an integral part of these Terms and Conditions. If you have not yet reviewed the URTECHMATE Privacy Policy, then please do so prior to agreeing to these Terms and Conditions. You agree that beyond the Personal Information identified in the Privacy Policy, any information or data disclosed or sent to URTECHMATE over the telephone, electronically or otherwise, is not confidential or proprietary to you.

PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Services, Materials and Software are solely for your personal and non-commercial use in addressing matters covered by your Service Plan. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, transfer, distribute or sell any information, software, products or services obtained from the Services, Materials, or Software. Any Services, Materials, and Software are available only in connection with Services under a valid Service Plan.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the URTECHMATE Portal or any Services, you will not use the Materials, Software or Services for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Services, Materials, or Software in any manner that could damage, disable, overburden, or impair any URTECHMATE server, or the network(s) connected to any URTECHMATE server, or Interfere with any other party's use and enjoyment of any of the

URTECHMATE Portal, the Materials, Software or Services. You may not attempt to gain unauthorized access to any URTECHMATE Portal, the Materials, Software or Services, other accounts, computer systems or networks connected to any URTECHMATE server or to any of the URTECHMATE Portal, the Materials, Software or Services,

through hacking, password mining or any other means. You may not obtain or attempt to obtain any URTECHMATE Portal, the Materials, Software or Services or information through any means other than that specifically permitted to you under a Plan Order.

COMMUNICATIONS SERVICES

URTECHMATE may provide you with the use of e-mail services, addresses, bulletin board services, instant messaging services, chat areas, news groups, forums, communities, personal web pages, calendars, file cabinets and/or other message or communication facilities designed to enable you to communicate with URTECHMATE'S employees and others as appropriate to your

Service under a Plan Order (each a "Communication Service" and collectively "Communication Services"). Communications Services shall only be used under an accepted Plan Order, and not for any other purpose.

USE OF COMMUNICATION SERVICES

You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

- Defame abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.

- Upload, or otherwise make available, files that contain images, photographs, service or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Materials in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar service or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any proprietary rights notices, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of service or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading URTECHMATE or others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Materials or other user or usage information or any portion thereof.
- URTECHMATE has no obligation to monitor the Communication Services. However, URTECHMATE reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. URTECHMATE reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.
- URTECHMATE reserves the right at all times to disclose any information as URTECHMATE deems necessary to satisfy any applicable law, regulation, legal process or governmental

request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in URTECHMATE's sole discretion.

- Any materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

LINKING

You may not create hyperlinks to any portion of the URTECHMATE Portal, nor any Materials or Software posted therein.

INDEMNITY

You agree to indemnify, defend, and hold URTECHMATE, its subsidiaries, group companies, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Web site providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, resulting from your violation of the material terms of these Terms of Use, any misuse or abuse of a Service, any use of the Service that amounts to infringement, or infringement by any other user of your account of any intellectual property or other right of URTECHMATE or any other third party. You will cooperate as fully as reasonably required in URTECHMATE'S defense of any claim. URTECHMATE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of URTECHMATE. You agree immediately to notify URTECHMATE of any unauthorized use of your account or any other breach of security known to you.

GUESTS LIMITED LICENSE TO USE OF URTECHMATE PORTAL

If you are not currently subscribed for a Service, then you are regarded as a "Guest". Usage of the URTECHMATE Portal by current URTECHMATE customers outside of the scope of a Service specified under an applicable Plan Order is also treated as a "Guest".

As a Guest you may use the URTECHMATE Portal and Materials specifically designated as available to guests on the URTECHMATE Portal for the limited purposes of

- deciding whether to subscribe to the Services provided by URTECHMATE
- Registering with URTECHMATE and submitting Plan Orders only. The foregoing license grant is a non-exclusive revocable license.

LIMITED LICENSES TO USE THE URTECHMATE PORTAL, MATERIALS AND SOFTWARE

As permitted through a Service, you may use Materials and Software posted on the URTECHMATE Portal, or made available in connection with a Plan Order which may be available for additional purposes and or subject to additional restrictions.

GENERAL LICENSE RESTRICTIONS

Any other use of the URTECHMATE Portal, Services, Materials or Software, other than as explicitly permitted by URTECHMATE is prohibited. Rights to execute, copy, modify, display, transmit, distribute, manufacture, use, sale are all reserved to URTECHMATE and its suppliers. Reverse engineering and Decompilation of the Software is strictly prohibited.

USER RESPONSIBILITY

In connection with obtaining Services, you agree that you will:

Cooperate with the URTECHMATE Technician: We will use commercially reasonable efforts to provide the support to you. Our experience shows that most issues can be corrected as a result of close cooperation between you and the technician. Please listen carefully to the technician and follow the technician's instructions. You must confirm that the following conditions are true:

The situation giving rise to the question is, reproducible on a single system, i.e., one central processing unit with its workstations and other peripherals

You must have knowledge regarding the hardware system, any software involved, and in the facts and circumstances surrounding the incident; The full system, including software and hardware, is available to you and accessible by you without limit during any telephone discussions with

URTECHMATE support personnel.

Software/Data Backup: You understand and agree that URTECHMATE shall under no circumstance be responsible for any lost or corrupted software or data. URTECHMATE strongly recommends that you at all times maintain a complete data backup and disaster recovery plan.

Account, Password, and Security: For you to submit a Plan Order, you must complete the Registration Process by providing us with current, complete and accurate information as prompted by and required under the applicable Registration details asked. You may be required to choose a password and a user name. You are solely and entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account. You agree to notify URTECHMATE immediately of any unauthorized use of your account or any other breach of security. URTECHMATE will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by URTECHMATE or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

AVAILABILITY OF SERVICES AND MATERIALS UNDER FORCE MAJUERE CIRCUMSTANCES

You hereby acknowledge that circumstances outside of URTECHMATE'S reasonable control (e.g., acts of God, a large scale outbreak of a new computer virus, strikes, riots, wars, other military action, civil disorder, acts of terrorism, fires, floods, vandalism, sabotage, acts of third parties, or the like) may cause significant delays in URTECHMATE'S ability to schedule a support session. You hereby release URTECHMATE from any and all liability, and agree that URTECHMATE shall not be liable to you or any third party for any direct or indirect damages whatsoever, resulting from such delays.

URTECHMATE or its suppliers may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

EXCLUSIONS FROM SERVICES

Services shall not include the following

- Any item or activity not covered by the terms of a Plan Order
- Service beyond the duration limitations identified in your Plan Order
- Problem diagnosis and support that may not be completed because of a problem with your computer or other equipment, or their configuration that is beyond our control
- Software, including the operating system and software added to the registered hardware products which are out of scope for the Service Plan
- Problems that may and do result from
 - External causes such as accident, abuse, misuse, or problems with electrical power
 - Usage that is not in accordance with product instructions provided by manufacture
 - Failure to follow the product instructions provided by manufacture or failure to perform preventive maintenance
 - Problems caused by using accessories, parts, or components not compatible with the product.
- Non Compliance with the URTECHMATE technician instructions for resolving the query.

NOTICE SPECIFIC TO MATERIALS AND SOFTWARE AVAILABLE ON THE URTECHMATE PORTAL, OR THROUGH A SERVICE

For your convenience, URTECHMATE may make available Materials or Software (as each term is defined above) for use and/or download, whether as a part of a Service, or in promotion of the Services. Use of any Materials and any Software is governed by the more stringent terms of the end user license agreement ("EULA"), if any, which accompanies the specific Materials and Software

The Materials and Software are made available for download solely for use by you according to

- the EULA
- the Plan Order. Any reproduction or redistribution of the service not in accordance with the EULA is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

No logo, graphic, sound or image or text from any URTECHMATE Web site may be copied or retransmitted unless expressly permitted by URTECHMATE.

without limiting the foregoing, copying or reproduction of the materials or software to any other server or location for further reproduction, redistribution or any other purpose is expressly prohibited, unless such reproduction or redistribution is expressly permitted by the eula accompanying such material or software.

END USER LICENSE AGREEMENTS (EULA) - GENERALLY

In connection with our Service, we may provide to you, the use of certain software which is owned by URTECHMATE or its third party licensors, and suppliers. We as well as the third party licensors reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. You may use the Software only as part of, or for use with, the Service in accordance with the Service Plan and for no other purpose.

The Software may be accompanied by a EULA from URTECHMATE or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms and conditions of the EULA.

EULA FOR URTECHMATE SOFTWARE

With regard to any Software made available to you by URTECHMATE through the URTECHMATE Portal for which your acceptance of a separate license agreement is not required ("URTECHMATE Software"), you are hereby granted a revocable, non-exclusive, non-transferable license by URTECHMATE to use the URTECHMATE Software (and any corrections, updates and upgrades). In accordance with and as required under the Service Plan you shall not make any copies of the URTECHMATE Software. You agree that the URTECHMATE Software is the confidential and proprietary information of URTECHMATE or its third party licensors, providers or suppliers, and which you shall not disclose to others or use except as expressly permitted herein. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the URTECHMATE Software, or otherwise reduce the URTECHMATE Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes,

reproduce, sublicense or distribute copies of the Software, or otherwise transfer the URTECHMATE Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the URTECHMATE Software. You acknowledge that this license is not a sale of intellectual property and that URTECHMATE or its third party licensors,

THIRD PARTY AGREEMENTS

providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the URTECHMATE Software and related documentation, as well as any corrections, updates and upgrades. The URTECHMATE Software may be used only in the country of residence at the time of acceptance of these terms for use of the URTECHMATE Software. Export of the URTECHMATE Software is strictly prohibited.

THIRD PARTY PRODUCTS

As part of the Services, URTECHMATE may suggest that you acquire, install and use certain third party software or services ("Third Party Software"). Third Party Software is licensed to you by the respective owners or licensees of the Third Party Software. You must agree to the terms and conditions set forth by such owners or licensees before installing Third Party

Software, whether URTECHMATE assists you in the acquisition, installation, and/or use of Third Party Software. URTECHMATE has no responsibility or rights to the Third Party Software and does not license Third Party Software to you or make any representation or warranty regarding the Third Party Software.

Your license to the URTECHMATE Software shall remain in full force and effect unless and until terminated by URTECHMATE, its third party licensors, providers or suppliers, or until your Service Plan is terminated as provided by your Plan Order and these Terms and Conditions. Upon termination of your Service Plan for any reason, you must cease all use of the Service Plan and the URTECHMATE Software and immediately delete the URTECHMATE Software from your computer.

To the extent that we provide technical assistance and support for Third Party Software or

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2. RE-DOWNLOAD
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LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in no event shall URTECHMATE be liable to you or any third party in excess of the amounts actually paid by you to URTECHMATE under the Plan Order that is the subject of the dispute.

LIMITATIONS ON ACTIONS

Any cause of action by you must be commenced within six months after the cause of action arose or it shall be forever waived and barred.

TERM AND TERMINATION

URTECHMATE at its sole election may terminate or suspend your Service immediately without notice if, in the sole discretion of URTECHMATE,:

- You are in breach of any of the Terms and Conditions (including but not limited to all policies regarding abuse and acceptable use of the Service) or any license for Third Party Software
- Your use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, URTECHMATE'S network, or the use and enjoyment of URTECHMATE'S other users
- URTECHMATE receives an order from a court to terminate the Service you are availing
- If URTECHMATE for any reason ceases to offer the Service
- If you are no longer a URTECHMATE customer

- URTECHMATE determines that you are abusing the Service. URTECHMATE, in its sole discretion, may refuse to accept your request for the service, renewal or warranty following a termination or suspension of your use of the Service.

DISPUTE RESOLUTION

Notwithstanding any other provision in this agreement, if either URTECHMATE or you have any unresolvable dispute, controversy or claim whether founded in contract, tort, statutory or common law, concerning , arising out of or relating to this agreement or the service, including any claim regarding the applicability, interpretation, scope or validity of this arbitration clause and or this Agreement and upon demand of either party , It will be settled by individual (not class or class wide) binding arbitration administered by a sole arbitrator appointed by the Client in accordance with laws of India. The language of Arbitration proceedings will be English and location of arbitration will be Haryana in India. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including attorney's fees and expert witness fees. A judgment on the award may be entered by any court having jurisdiction of the Haryana in India.

JURISDICTION

Agreed and accepted by YOU and URTECHMATE.

For URTECHMATE PRIVATE LTD.. (“URTECHMATE”)

You

(Electronic signature by checking the box against *“I have read and agree to Refund Policy”* in our website before proceeding for pay for transaction.)