

TERMS OF USE

These Terms of Use (“**Terms**”) are between Deeya Panel Products Private Limited (“**Ricron**” / “**we**” / “**us**” / “**our**”), that owns, operates, controls and manages the website domain www.ricron.com (“**Website**”), and users / persons (“**user**” / “**you**” / “**your**”) using, accessing or browsing the Website.

Your use / access / browsing of the Website, whether with or without any payment / subscription fee, signifies your acceptance of the Terms and our privacy policy (“**Privacy Policy**”). These Terms, together with the Privacy Policy and any other terms that may be notified to you from time to time, constitute a legally binding agreement (“**Agreement**”) between you and Ricron. If you do not accept the terms and conditions set out herein, you shall not, and shall not be entitled to, use / access / browse the Website. For the sake of clarity and avoidance of doubt, your use / access / browsing of the Website signifies your willingness to be bound by the Agreement.

These Terms are deemed to be an electronic record in terms of Information Technology Act, 2000 and the rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with and is governed by the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of the Website.

1. ACCEPTANCE OF TERMS

Please read these Terms and Privacy Policy carefully. By using / accessing / browsing, the Website, you represent that you have read the Terms and the Privacy Policy and agree to be bound by the Terms and the Privacy Policy. If you do not agree with the usage requirements and restrictions described herein, you shall not be entitled to use / access / browse the Website. By agreeing to these Terms, you also agree to our Privacy Policy and / or such other policies as may be introduced by Ricron, from time to time.

Additionally, you also accept to be bound by the laws and regulations that may be applicable to and govern your use / access / browsing of the Website.

Further, additional terms and conditions may also be introduced or incorporated to these Terms. If you do not agree to and accept such additional terms and conditions, you shall not be authorized to use / access / browse the Website.

2. ACCESSIBILITY

Persons who are competent of contracting, within the meaning of the Indian Contract Act, 1872, shall be bound by these Terms and the Privacy Policy. In the event that, as a minor you wish to use / access / browse the Website, you shall ensure that these Terms and the Privacy Policy have been accepted by your legal guardian or parent(s) and upon that they consent to be bound by the Terms contained herein. Further, in the event that it is discovered that you are below the age of 18 (eighteen) years and the Terms have not been consented to by your legal guardian or parent(s),

Ricron shall not have the responsibility and shall not be held liable if the aforesaid criteria is not satisfied by you.

3. **PRIVACY**

When you use / access / browse the website, we collect your personally identifiable information in accordance with our Privacy Policy.

4. **INTELLECTUAL PROPERTY**

The Website including but not limited to, whole or any part of the web pages of the Website, design elements of the Website such as text, graphics, videos, sounds and animations, its layout, the source code and other coding elements, and so on and so forth, is the intellectual property of Ricron protected by Indian and international intellectual property laws and other applicable laws.

This Website is a copyright property of Ricron, and all rights are reserved. All rights in this Website and the content / material / information available thereon including copyright, design rights, inventions, knowhow, database rights, trademarks, source codes and any other intellectual property rights in any of the foregoing are reserved to Ricron and / or its content and technology providers.

All trademarks, trade names, service marks and other product and service-related names and logos displayed on the Website are proprietary to their respective owners and are protected by applicable trademark and copyright laws, whether registered or not.

Your use / access / browsing of the Website shall not be construed, in any form or manner, as granting of any license or right of use of any copyright, trademark, service mark, design, logo or any intellectual property which is displayed on this Website.

5. **YOUR USE OF THE WEBSITE**

You are provided with access to the Website only for your personal and non-commercial use. You shall not in any form or manner:

- (a) adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website;
- (b) commercialise any information, products or services obtained from any part of this website, without our written consent;
- (c) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Website or any part thereof;
- (d) damage the operation of the Website or otherwise interfere with any other user's or person's enjoyment of the Website;

- (e) alter or modify any part of the Website or any content /material / information, including but not limited to any trademarks, service marks, logos, designs, etc.; and
- (f) violate or breach any other Terms specified herein.

6. **ERRORS OR INACCURACIES**

There may be certain typographical errors, inaccuracies or omissions relating to the content / material / information available on the Website. We reserve the right, in our absolute sole discretion, to rectify and correct any errors, inaccuracies or omissions, and to change or update any content / material / information if any on the Website is inaccurate at any time, without prior notice to you. We are in no manner obligated to rectify, update, amend or clarify the content / material / information available on the Website on a regular basis, except as may be required by law. No specific modification or update shall be construed as modification or update of these Terms in entirety.

7. **NO WARRANTIES**

Ricron makes no representation about the suitability, reliability, timeliness, comprehensiveness and accuracy of the content / material / information contained on the Website. The content / material / information available on the Website is provided by Ricron on an “as is” and “as available” basis for general information purposes only and is not intended to constitute or substitute professional advice. Such content / material / information may become out of date with passage of time. Ricron is not liable to you or anyone else for any consequences arising out of your reliance on the content / material / information provided on this Website or if such content / material / information is not up to date.

You expressly agree that you use / access / browse the Website of your own accord and at your sole risk.

We make no representations concerning, and do not guarantee, the accuracy of content / material / information, including, but not limited to its applicability to your individual circumstances. Our Website is developed for use in India, and we no representation or warranty concerning the Website or its content when it is used in any other country.

8. **LIMITATION OF LIABILITY**

To the maximum extent permissible by the applicable laws, in no event will Ricron or its members, directors, shareholders, employees, representatives, affiliates or agents be liable to you for any damages whatsoever, including without limitation, indirect, incidental, special, punitive or consequential damages, arising out of or in connection with your use of the Website or the content / material / information thereon, whether the damages are foreseeable and / or whether or not Ricron has been advised of the possibility of such damages in advance. If you are dissatisfied with the Website its content / material / information, or these Terms, your sole and exclusive remedy is to discontinue using / accessing / browsing the Website.

Except as otherwise required by applicable laws, any claim or cause of action arising out of or relating to your use of the platform or the content must be brought within 7 (Seven) days after the occurrence of the event giving rise to the claim or the same will be deemed to be forever barred.

Without limiting the generality of the foregoing, we may provide and / or make available and / or otherwise reproduce third party content and / or part thereof on the Website and / or provide links to web pages and content of third parties (collectively, “**Third Party Content**”). We do not monitor or have any control over any Third Party Content. We do not endorse or adopt any Third Party Content and can make no guarantee whatsoever as to its accuracy, reliability or completeness. We do not represent or warrant the accuracy of any information contained therein, and we undertake no responsibility to update or review any Third Party Content. Your use of such Third Party Content contained therein is solely and entirely at your own risk.

9. **AMENDMENTS AND CHANGES**

You are encouraged to periodically visit this page to review these Terms and any amendments or changes thereto.

Ricron reserves, in its absolute sole discretion, the right to amend or change these Terms at any time, as it may deem fit, without notice. Any such amendments or changes will be effective immediately and will be deemed to be a part our Agreement. Your continued use of the Website after any such amendment or change signifies your acceptance to such amendment or change. Discontinuing your use of the Website will not affect the applicability of these Terms to your prior uses of the Website, in any manner.

10. **TERMINATION**

If you breach these Terms, Ricron reserves the right to to suspend and / or terminate your access to the Website with or without notice to you. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your access to the Website. Upon suspension or termination, your right to use / access / browse the Website shall immediately cease.

Notwithstanding any such suspension, termination or cancellation, Ricron may, in its sole discretion and in accordance with its Privacy Policy, retain such information collected from you for such time as may be necessary, depending on the type of information, purposes, means and modes of usage of such information; and according to any other rules and / or applicable laws for the time being in force.

Any suspension, termination, or cancellation will not affect your obligations to Ricron under these Terms which by their nature are intended to survive such suspension, termination, or cancellation. Upon any such suspension, termination, or cancellation the provisions of Clause 4 (*Intellectual Property*), Clause 7 (*No Warranties*), Clause 8 (*Limitation of Liability*), and Clause 11 (*Governing Law*) shall survive and remain in full force and effect.

11. **GOVERNING LAW**

These Terms and any claim, action, controversy dispute or proceedings of whatever nature arising out of or in any way relating to these Terms shall be governed by and construed in accordance with the laws of India, and the courts at Ankleshwar, Gujarat shall have exclusive jurisdiction to resolve any disputes relating to these Terms.

12. **SEVERABILITY**

In the event that one or more terms and conditions contained in these Terms are found to be or become unlawful, void or unenforceable, such terms and conditions shall be deemed to be severable and will not affect the validity and / or enforceability of the remaining terms and conditions of these Terms which will remain in full force and effect.

13. **NO WAIVER**

Any failure or delay in exercising or enforcing any right or claim by us will not constitute a waiver of such right or claim and shall in no way affect our right to later enforce or exercise it.