

Terms and Conditions

Last updated: January 04, 2021

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

“Affiliate” means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

“Country refers to: Tamil Nadu, India”

“Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to TESTEDOK TECHNOLOGIES PRIVATE LIMITED, Dr No. 33/1, Alamelu Mangapuram, Ganapathy, Coimbatore, Coimbatore, Tamil Nadu, India, 641006.”

“Device” means any device that can access the Service such as a computer, a cellphone or a digital tablet.

“Service” refers to the Website.

“Terms and Conditions” (also referred as “Terms”) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement has been created with the help of the Terms and Conditions Generator.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

“Website” refers to TestedOK, accessible from www.testedok.in
You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

“Authorized User” means an individual service provider of Client who has been assigned a unique username–password combination to access and use the Product via an Individual Account created by such individual.

“Client Data” means any data, files, text, graphics, images, software, works of authorship of any kind, and information or other materials that Client transmits to, uploads to, transfers to, processes on, stores in, or causes to interface with, Client’s Account or the Product, provided that any information constituting Authorized User Data (as defined below) shall not constitute Client Data.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Ownership Of Content

All of the content on our Platform - including text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, stickers, general artwork and other content ("Content") - is owned by TESTEDOK TECHNOLOGIES PRIVATE LIMITED or others we license Content from, and may be protected by copyright, trademark, patent and other laws. TESTEDOK TECHNOLOGIES PRIVATE LIMITED reserves all rights not expressly described in these Terms.

- You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform.
- TESTEDOK TECHNOLOGIES PRIVATE LIMITED reserves the right to monitor your use and to alter or revoke this license or your access to the Content at any time and for any reason. TESTEDOK TECHNOLOGIES PRIVATE LIMITED reserves the right to take down any Content in violation of these terms or TESTEDOK TECHNOLOGIES PRIVATE LIMITED intellectual property rights. TESTEDOK TECHNOLOGIES PRIVATE LIMITED allowing you this limited use does not constitute a waiver of any of TESTEDOK TECHNOLOGIES PRIVATE LIMITED rights to the Content.
- Outside of the specific usage rights granted to you by TESTEDOK TECHNOLOGIES PRIVATE LIMITED in connection with the Platform, you agree not to use, copy, edit, translate, display, distribute, download, transmit, sell, create derivative works of, or in any way exploit any Content, including User Content (unless it is your own User Content that you legally post on the Platform), without TESTEDOK TECHNOLOGIES PRIVATE LIMITED prior written consent. Unauthorized use of the Content may constitute a breach of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties.
- Provider and its licensors reserve sole and exclusive ownership of Provider Materials, and all copyrights, patents, trademarks, and other

intellectual property rights therein. Provider Materials do not include Client Data. Client may not remove, alter, or obscure any copyright, trademark, or other proprietary rights notices appearing on the Product.

- If Client provides Provider with any suggestions, comments, or other feedback regarding the Product (“Feedback”), Client acknowledges that Provider shall receive a non-exclusive, perpetual, irrevocable, royaltyfree, worldwide license to use (or not use) any such Feedback in any manner and for any purpose, without compensation to Client and without implying or creating any interest on Client’s part in any of Provider’s products or services (including the Provider Materials) that may be based on such Feedback.

Prohibitions and Use Policies.

- a. Client acknowledges that the Product contains trade secrets of Provider and its licensors, and, in order to protect such trade secrets and other interests that Provider and its licensors may have in the Product, Client may not, and Client agrees not to, reverse engineer, decompile or disassemble the Product. In addition, Client may not, and Client agrees not to: (i) sell or sublicense the Product; (ii) modify the Product; (iii) distribute or copy the Product in whole or in part; (iv) use the Product in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement or Provider’s applicable documentation; (v) access or use any areas of the Product for which Provider has not granted Client authorization, or tamper or interfere with Provider’s computer systems or the technical delivery systems of Provider’s providers; or (vi) encourage, authorize, or enable anyone to do any of the foregoing.
- b. Client acknowledges and agrees that Provider is not required to monitor or police communications or data transmitted through the

Product and that Provider shall not be responsible for the content of any such communications or transmissions. Client shall use the Product exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. Client shall keep confidential and not disclose to any third-parties, and shall ensure that Authorized Users keep confidential and do not disclose to any third-parties, any user identifications, account numbers or account profiles.

Product Access; Account Registration.

In order to access and use the Product, Client will need to register and create an account (Client's "Account"). In order to access and use the Product, Authorized Users will separately register and create individual Accounts (each an "Individual Account"), and the use of such Individual Accounts will be subject to the terms of Provider's Privacy Policy and of Provider's Individual User Agreement to be executed in connection with registering such individual Account. Client agrees that Provider shall have no responsibility to Client with respect to the maintenance or operation of any Authorized User's Individual Account, and that use of such Individual Accounts shall be governed by Provider's Privacy Policy and the applicable Individual User Agreement. Client agrees to provide accurate, current and complete information about Client's Account. Provider reserves the right to suspend or terminate Client's Account or any Authorized User's Individual Account, if any information provided during the registration process or thereafter is or becomes inaccurate, false or misleading. Client is responsible for maintaining the confidentiality of Client's passwords and Account and agrees to notify Provider if any of the passwords is lost, stolen, or disclosed to an unauthorized third-party, or otherwise may have been compromised. Client is responsible for all activities that occur

under Client's Account, including the activities carried out by individual employees.

Data Ownership

- a. Provider does not claim any ownership rights in Client Data or Authorized User Data. Nothing in this Agreement will be deemed to restrict any rights that Client may have to use and exploit Client Data. b. Client hereby grants to Provider a nonexclusive, worldwide license to use, reproduce and transfer Client Data solely in connection with Client's use of the Product and Provider's provision of the Product to Client. Client represents and warrants that Client or Client's licensors own all right, title and interest in and to Client Data and that Client has all rights in Client Data necessary and sufficient to transmit to, upload to, transfer to, process on, store in, or cause to interface with, Client's Account or the Product, and to grant the rights contemplated by this Agreement. Client is solely responsible for all of Client Data, including but not limited to the development, transmission, operation, maintenance, storage, claims, and use of Client Data.
- c. Provider and Client agree that all Authorized User Data shall belong solely to the applicable Authorized User and, therefore, Provider and Client will treat Authorized User Data as data owned by the applicable Authorized User and not by Client. Client acknowledges that Provider will have no obligation to Client with respect to the treatment of Authorized User Data, and that Provider's maintenance and use of Authorized User Data shall be governed by Provider's Privacy Policy and the applicable Individual User Agreement. Moreover, Client agrees to take all actions necessary to ensure all Authorized User Data is the sole property of the Authorized User.

- d. Client consents to Provider's access, collection, transmission, storage, monitoring, copying, processing, analysis and use of Client Data to administer, develop and improve the Product and Provider's other products and services, and to monitor compliance with this Agreement.
- e. Provider maintains the right, title, and interest in and to any data or information regarding the use or optimizing the use or sale of the Product, so long as such data does not include Client Data.

Data Maintenance and Backup

Procedures.

Provider will follow its internal archival procedures for Client Data and Authorized User Data, including daily backup and record retention for thirty (30) days. Notwithstanding the foregoing, Provider shall not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Client Data or Authorized User Data caused by any thirdparty and shall have no obligation of any kind to restore any lost or corrupted data

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount

actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By email: help@testedok.in

By visiting this page on our website: www.testedok.in