

Terms and Conditions

IT IS TO BE NOTED THAT YOUR USE OF PROVIDER TECHNICAL SERVICE OFFERINGS AND ACCESS TO PROVIDER WEBSITE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS IN CLAUSES (I) to (XIV). IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU SHALL NOT USE OR ACCESS THE SERVICES. IF YOU DO NOT AGREE YOU SHALL EXIT THIS WEBSITE.

Terms of Use

(I). PROVIDER welcomes you to our website. Please carefully read all the clauses to understand the rules and regulations that govern your use of our website(s), products, services and applications (the "Services"). If you have any queries, comments, objections or concerns regarding these terms or the services, please contact us. These Terms and Conditions (hereinafter called the "Terms") are a binding contract between you and WE (depending on different context, it may be referred in this document as "PROVIDER", US, WE). You must agree to and accept all of the Terms and Conditions, or you don't have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms and Conditions, and these Terms and Conditions will remain in effect while you use our Services. These Terms and Conditions include the provisions in this document, as well as those in the Privacy Statement. In this online document, the words "include" or "including" mean "including but not limited to", and examples are for illustration purposes and are not limiting.

(II). Future amendments to the Terms and Conditions

(A). Since PROVIDER's offerings have been constantly evolving, these Terms and Conditions may be amended along with the Service offerings. We reserve the right to amend the Terms and Conditions at any point in time, however if we amend, we will bring it to your attention by placing a notice on our www.dataeverconsulting.com website(OUR Website) and/or by sending emails to interested parties, or by some other means of communication such as messaging service/email/ Speed post/Registered Post/Courier. Amendments addressing new functions for a Service or amendments made for legal purposes will take into effect immediately. If you don't agree with the new Terms and Conditions, you are free to reject them; unfortunately, that means you will no longer be able to use our Services and our web site. If you continue to use after amendments, then it means you have unconditionally agreed to amendments without any precondition and shall be deemed to provide consent approval to amendments

(B). Except for amendments incorporated by us as described here, no other amendments or modifications of these Terms and Conditions will be effective unless, given in writing and agreed upon by both parties, that is you and us.

(III). Privacy Statement

PROVIDER values the privacy of its users is of utmost importance. Privacy Statement is part and parcel of the Terms and Condition. Please click [here](#) for understanding the PROVIDER's Privacy Statement.

(IV). Terms and Conditions for using PROVIDER services and our website

(A). You shall register with us for an account, along with username and a secret password. The user name is also known as PROVIDER User ID. You shall provide us with accurate, complete, and updated registration information about yourself. Further, you shall not select as your User ID a name that you don't have the right to use, or some other person's name with the motive to impersonate that person. You shall not transfer your account to anyone else without our prior intimation and a written consent. In the spirit of fairness, you shall not have control more than one

active PROVIDER User ID.

(B). You represent and warrant that you attained legal age of majority as prescribed by Indian Law, to sign a binding contract. If you are not of legal age to sign a binding contract, please see the Privacy Policy and contact us at PROVIDER support for more information on the parental consent process.

(C). If you are representative & agreeing to the Terms and Conditions on behalf of a company namely, Private or Public Ltd. company, Partnership Firm, L.L.C, or proprietary concern, you shall furnish the PROVIDER Board-resolution/authorization-letter as it may apply. You represent and warrant that you are authorized to agree to these Terms and Conditions on that organization or legal entity's behalf and bind them to these Terms and Conditions (in which case, the references to "you" and "your" in these Terms and Conditions, except for in this sentence, refer to that organization or entity), but you are still required to sign up each individual user from your organization with an PROVIDER user ID. You are not permitted to allow multiple individuals to transact under single PROVIDER user ID, even if you are an organization or entity.

(D). You shall only use the services for your purposes in accordance with Law applicable in India. Shall not use for any other illegal purpose prohibited by Indian Law.

(E). You will keep all your registration information accurate and current. You shall not share your account details like user-id, password with anyone, and you shall protect the security of your account and your password. You're responsible for any activity associated with your account.

(V). PROVIDER Website: user/visitor's rights are as follows:

(A). The materials displayed or performed or available on or through our services, including text, graphics, data, articles, photos, images, templates, tools, and illustrations, are protected by trademark, patent, design, copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark, design, patent rules, information, and restrictions contained in any content you access through the Services, and you won't leverage, copy, modify, edit, recreate, translate, transfer, send to all, distribute, produce, download, show, perform, upload, display, license, sell or otherwise make use for any purpose any content not owned by you.

(B). Users fully understand that PROVIDER owns the Service offerings and website contents. As mentioned above users will comply to the Terms and Conditions.

(C). The Services and website may provide option for you to copy or download certain content; Remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply. On the contrary, restrictions shall continue to apply

(D). OUR service offering documentation and website may contain URLs, information or connections to third party website URLs or services that are not owned or controlled by PROVIDER. When you access third party websites or engage with third party services, you accept that there may be risks in doing so. You will indemnify the provider against such risk and exposure.

(E). Any communication with institutions or individuals found on or through PROVIDER's services, including monetary, or/and any other Terms and Conditions, non-disclosure agreements, conditions, contract agreements, warranties or representations associated with such dealings, are solely between you and such organizations or individuals. You will indemnify the PROVIDER against such risk and exposure.

(F). PROVIDER service offerings may be undertaken for you as a pro-bono (free) or as a paid service. Further, some of our service offerings may be subject to payments in the present or in the

future. It is to be noted that any payment Terms and Conditions agreed upon with you during signing the contract, are very much part & parcel of these Terms and Conditions

(VI). Payment Method. The Terms and Conditions terms of your payment will be based on one of the Payment Methods listed in the agreement between you and PROVIDER.

(VII). You are free to stop using our Services at any time if you choose to do so; You shall intimate through email/registered post with Ack Due. After you have stopped using our Services, how WE handle the information you have shared with us. To understand this, please refer to our Privacy statement.

(VIII). PROVIDER is also free to terminate (or suspend access to) your use of the services or your account, for any valid reason(s) in our discretion, including your breach of the Terms and conditions mentioned in this document. PROVIDER has the sole right to decide whether you are in violation of any of the clauses mentioned in these Terms and Conditions document.

(IX). Cancellation Policy

(A). You can cancel a purchased service within the first 7 days from your purchase date in order to be eligible for a refund. It is PROVIDER's discretion to determine the refund amount.

(B). Your registered login account termination may result in destruction of all information associated with your account, so you should keep this in mind before terminating your account.

(X). Warranty Disclaimer.

(A). Neither PROVIDER nor its associates make any representations or warranties concerning any information contained in or accessed through the services, and we will not be held accountable or liable for the correctness, copyright compliance, IP compliance, legality, ethical or civility of material contained in or accessed through the services. We make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the services.

(XI). You shall not assign, delegate or transfer these Terms and Conditions or your rights or obligations hereunder, or your Services account, in any way without PROVIDER's prior written consent. However, this is sole prerogative of PROVIDER to transfer, assign, or delegate these Terms and Conditions and our rights accruing here to any 3rd party for which no consent shall be required.

(XII). To the fullest extent allowed by applicable law, you will defend, indemnify and hold PROVIDER, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims (including from other users) relating to (a) your use of the Services and (c) your violation of these Terms and Conditions.

(XIV). Any disputes that may arise shall be subject to the exclusive jurisdiction of the competent courts of Chennai.