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The Terms are meant to protect all of our software users and your use of this software signifies your agreement with these Terms. By choosing to continue to use or access this software after we have posted notice of such modifications, alterations or updates, and after you have had the opportunity to read the revised Terms, you agree to be bound by such revised Terms.

### **Account Terms**

You must agree to these Terms of Service, to use our software and services.

You must have to provide accurate, current, valid information (full Legal name and Valid Email-id) and should complete the registration process.

By registering into Magnum Infosystem’s service, you are entering into an agreement with Magnum Infosystem Private Limited, that you should keep following and stay trustworthy to Magnum Infosystem.

In case of violation of any of our conditions, your account may be terminated.

### **Limitation of liability**

Magnum Infosystem provides its services at an affordable cost. Its liability to you is limited to the fees collected from you.

### **Exclusion of liability**

Magnum Infosystem will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to the acts or omissions of any other person or due to the provision to it of incomplete, misleading or false information or if they are due to a failure to act on its advice or a failure to provide it with relevant information. Magnum Infosystem will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service it is providing is withheld or concealed from it or misrepresented to it. This applies equally to fraudulent acts, misrepresentation or willful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.

## **Payment Terms / Refund Policy**

You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

After the Purchase of the software, the license key will be issued. Once the license key is delivered, there is no Refund option.

The Fees for the Services or products provided by Magnum Infosystem, as displayed on the Magnum Infosystem/our Products website, are subject to change. Magnum Infosystem reserves the right to modify the Fee at any time with a notification to the User. In case of the User's continued use of the Magnum Infosystem Products, it shall be deemed that the User has accepted such revised Fees.

## **Limitation of Liability**

As a condition of your use of this software, you agree that neither we, nor any of our affiliates, licensees, suppliers, directors, officers, shareholders, employees, or agents, will be liable to you or any third party for any direct, indirect, incidental, special, exemplary, punitive, or other damages under any contract, negligence, strict liability, or other theory, or consequential loss of profits, loss of earnings, loss of business opportunities, lost data, interrupted communications, damages, expense, or costs resulting directly or indirectly from or otherwise arising in connection with:

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2. Government restriction, strikes, war, any natural disaster or force majeure, power failures, large increases in on-line activity in a short period of time (usage spikes), viruses, catastrophic hardware failures, attacks on our servers, fires, earthquakes, floods, unusually severe weather, or any other condition beyond our reasonable control limiting, preventing or otherwise affecting either your access to or use of this software or site materials or our ability to provide products or services in connection with, or reserved or ordered through, this software; or
3. Loss of security of information you have provided in connection with your use of this software, or interception of any such information by unauthorized third parties.

## **License**

The license provided to you is non-transferable and non-exclusive. The license given to you is in accordance with the terms of service. Your license cannot be transferred to any other

party under any circumstances. You should not share your account login information to anyone outside your organization.

### **Cancellation and Termination**

You can cancel your license/usage of your account at any time, but you alone are responsible for proper cancellation. If you cancel in the mid month, you can't expect refunds from Magnum Infosystem. After cancellation of Service, you will not be charged later.

Magnum Infosystem has rights to,

- Change /Discontinue/Temporarily/Permanently stop the service.
- Refuse or suspend or terminate your account.

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**Indemnification**

You are fully responsible for how you use this software. You may not share your log-in information with anyone else, but if you do, you are fully responsible for how they use this software too. You agree to indemnify, defend, and hold harmless Magnum Infosystem and the Providers, its and their officers, directors, employees, service providers, vendors, affiliates, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms.

**Third party rights**

These Terms are for the benefit of Magnum Infosystem and its Providers, its and their officers, directors, employees, affiliates, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf.

**Waiver and Severability**

No waiver by Magnum Infosystem of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Magnum Infosystem to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Other General Provisions**

Headings found in this Agreement are for reference only. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This, together with any of our policies referred to herein, is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between you and us regarding the same subject matter (except other written, fully-executed contracts between you and us). Neither the course of conduct between you and us, nor trade practice shall act to modify any provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect such provision in any other respect or any other provision of this Agreement, which shall remain in full force and effect. This Agreement is not assignable, transferable or sub licensable by you except with our prior written consent

**Governing Law and Jurisdiction**

The Terms of Service and the relationship between you and Magnum Infosystem shall be governed by the laws of the Republic of India without regard to its conflict of law provisions. You and Magnum Infosystem agree to submit to the personal and exclusive jurisdiction of the courts located at Nagpur, India.

In case of any questions pertaining to the Terms of Service, the same should be addressed to us via the 'Contact us' page.