

# Terms and Conditions

05-May-2020

## 1. TERMS OF USE

By downloading, browsing, accessing or using CuroElevate mobile application ("Mobile Application"), you agree to be bound by these Terms and Conditions of Use. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Mobile Application and your use of the services offered on the Mobile Application. Continued use of the Mobile Application will constitute acceptance of these Terms and Conditions of Use, as may be amended from time to time.

## 2. DEFINITIONS

In these Terms and Conditions of Use, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

- "Account" means an account created by a User on the Mobile Application as part of Registration.
- "Register" means to create an Account on the Mobile Application and "Registration" means the act of creating such an Account.
- "Users" means users of the Mobile Application, including you and "User" means any one of them.
- "Privacy Policy" means the privacy policy set out in Privacy Policy document.
- "Lift" means lifts that can be operated via the Mobile Application.
- "Lift Lobby" means common area outside lift within building where CuroElevate is installed whose lifts can be operated via the Mobile Application.
- "Building" refers to any building where CuroElevate is installed whose lifts can be operated via the Mobile Application.

## 3. GENERAL

- Applicability of terms and conditions: The use of the Mobile Application are subject to these Terms and Conditions of Use.
- Location: The Mobile Application is intended solely for use by users within buildings with CuroElevate operated lifts.
- Scope: The Mobile Application is for your non-commercial, personal use only and must not be used for business purposes.
- Prevention on use: We reserve the right to prevent you using the Mobile Application.
- Equipment and Networks: The provision of the Mobile Application does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Mobile Application. To use the Mobile Application, you will require Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using the Mobile Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.
- Permission to use Mobile Application: If you are not the bill payer for the mobile telephone or handheld device being used to access the Mobile Application, you will be assumed to have received permission from the bill payer for using the Mobile Application.

## 4. YOUR OBLIGATIONS

- Building terms: You agree to (and shall) abide by the terms and conditions of building owner lift usage policy, as may be amended from time to time.
- Accurate information: You warrant that all information provided on Registration, complete and accurate and that you will promptly inform us of any changes to such information by updating the information in your Profile.
- Prohibitions in relation to usage of Mobile Application: Without limitation, you further undertake not to or permit anyone else to:-
  - furnish false data including false names, phone number;
  - attempt to circumvent our security or network including to access data not intended for you, log into a server or account you are not expressly authorised to access, or probe the security of other networks (such as running a port scan);
  - execute any form of network monitoring which will intercept data not intended for you;
  - enter into fraudulent interactions or transactions with us or a building devices;
  - extract data from or hack into the Mobile Application;
  - use the Services or Mobile Application in breach of these Terms and Conditions of Use;
  - engage in any unlawful activity in connection with the use of the Mobile Application; or
  - engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using the Mobile Application.

## 5. RULES ABOUT USE OF THE MOBILE APPLICATION

- We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Mobile Application will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at [support@pentaminds.com](mailto:support@pentaminds.com).
- We do not warrant that your use of the Mobile Application will be uninterrupted and we do not warrant that any information

transmitted via the Mobile Application will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Mobile Application, access to the Mobile Application may be suspended, restricted or terminated at any time.

- We do not give any warranty that the Mobile Application are free from viruses or anything else which may have a harmful effect on any technology.
- We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Mobile Application from time to time. Your access to the Mobile Application may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Mobile Application at any time.
- We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

## **6. SUSPENSION AND TERMINATION**

- If you use (or anyone other than you, with your permission uses) the Mobile Application, any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Mobile Application.
- If we suspend the Services or Mobile Application, we may refuse to restore the Mobile Application for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.
- Without limitation to anything else in this Clause 6, we shall be entitled immediately or at any time (in whole or in part) to suspend the Mobile Application, if:
  - you commit any breach of these Terms and Conditions of Use;
  - we suspect, on reasonable grounds, that you have, might or will commit a breach of these Terms and Conditions of Use; or
  - we suspect, on reasonable grounds, that you may have committed or be committing any fraud against us or any person.
  - Our rights under this Clause 6 shall not prejudice any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

## **7. INDEMNITY**

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the Services, (b) any other party's use of the Services using your user ID, and/or (c) your breach of any of these Terms and Conditions of Use, and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks on the Mobile Application are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.
- Nothing contained on the Mobile Application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Mobile Application without our written permission. Misuse of any trademarks or any other content displayed on the Mobile Application is prohibited.
- We will not hesitate to take legal action against any unauthorised usage of our trade marks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trade marks of their respective owners.

## **9. AMENDMENTS**

- We may periodically make changes to the contents of the Mobile Application, at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Mobile Application.
- We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

## **10. APPLICABLE LAW AND JURISDICTION**

- The Mobile Application can be accessed from all countries around the world where the local technology permits. As each of these places have differing laws, by accessing the Mobile Application both you and we agree that the laws of India, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of the Mobile Application.
- You accept and agree that both you and we shall submit to the exclusive jurisdiction of the courts of New Delhi(India) in respect of any dispute arising out of and/or in connection with these Terms and Conditions of Use.