



WEBSITE ADDRESS SERVICE AGREEMENT/TERMS OF USE

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- B. PTPL shall have the right at any time to change or discontinue any aspect or feature of <u>www.plexitech.com</u> & <u>www.sstracking.com</u>, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

PTPL shall have the right at any time to change or modify the terms and conditions applicable to User's use of <u>www.plexitech.com</u>, <u>www.sstracking.com</u>, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on <u>www.plexitech.com</u>, <u>www.sstracking.com</u>, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of <u>www.plexitech.com</u>, <u>www.sstracking.com</u> yuse after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, PTPL provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of <u>www.plexitech.com</u>, <u>www.sstracking.com</u> and all charges related thereto.

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8. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- □ Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- □ Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- □ Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that User know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- □ Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- □ Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including email addresses.
- □ Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
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9. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing PTPL with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify PTPL immediately of any unauthorized use of User's account or any other breach of security. PTPL will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by PTPL or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

10. CURRENCY CONVERTER.

Currency rates if given to the customers other than Indian national Rupee (INR) then the rates are based on various publicly available sources and is used as guidelines only. The customers will pay Plexitech.com in INR only.

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21. TERMINATION

Either PTPL or User may terminate this Agreement at any time. Without limiting the foregoing, PTPL shall have the right to immediately terminate User's Account in the event of any conduct by User which PTPL, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

22. MISCELLANEOUS

This Agreement and any operating rules for <u>www.plexitech.com</u> & <u>www.sstracking.com</u> established by PTPL constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Mumbai, Maharashtra, INDIA, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

23. COPYRIGHT NOTICE

PTPL its logos are trademarks of PTPL. All rights reserved. All other trademarks appearing on PTPL are the property of their respective owners.

24. TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, email address, logo, person, or event is intended or should be inferred.

25. ADDITIONAL TERMS.

Additional terms and conditions may apply to sales of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

26. SEVERABILITY.

These terms and conditions shall be deemed sever able. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

27. HEADINGS.

The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

Any rights not expressly granted herein are reserved.

Contact Details:

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