

# **Terms and Conditions**

### Overview

Throughout this document, the terms "we", "us", and "our" refer to Urban Technologies India. The term "you" refers to the person using Urban Technologies India.in Website. By using the website, Urban Technologies India, you are agreeing to the following terms and conditions below. Please read through these terms and conditions thoroughly, and if you choose not to accept the terms and conditions, you should not use the Urban Technologies India platform.

### **WEBSITE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **GENERAL CONDITIONS**

We reserve the right to refuse service to any one for any reason at anytime.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

#### PRODUCTS OR SERVICES

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit

Orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update youraccountandotherinformation,includingyouremailaddressandcreditcardnumbersa ndexpirationdates,sothatwecancompleteyourtransactionsandcontactyouasneeded.

### THIRD-PARTYTOOLS

We may provide you with access to third-party tools over which we neither monitornorhaveanycontrolnorinput. Youacknowledgeandagreethatweprovideaccess to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liabilitywhatsoever arising from or relating to your use of optional third-party tools. Any useby you of optional tools offered through this site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through our website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

### THIRD-PARTYLINKS

Certaincontent,products,andservicesavailableviaourServicemayincludematerials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examiningor evaluating the content or accuracy and we do not warrant and will not have anyliability or responsibility for any third-party materials or websites, or for any othermaterials, products, or services of third parties. We are not liable for any harm ordamagesrelatedtothepurchaseoruseofgoods, services, resources, content, or

any other transactions made in connection with any third-party websites. Pleasereviewcarefullythethird-

party'spolicies and practices and make sure you understand them before you engage in an ytransaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## USERCOMMENTS, FEEDBACKANDOTHERSUBMISSIONS

If,atourrequest,yousendcertainspecificsubmissions(forexamplecontestentries)orwith outarequestfromusyousendcreativeideas,suggestions,proposals,plans,orothermater ials,whetheronline,byemail,bypostalmail,orotherwise(collectively,'comments'), you agree that we may, at any time, without restriction, edit, copy,publish, distribute, translate and otherwise use in any medium any comments thatyou forward to us. We are and shall be under no obligation (1) to maintain anycomments in confidence; (2) to pay compensation for any comments; or (3) torespond toanycomments.

Wemay, but have no obligation to, monitor, editorremove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, includingcopyright, trademark, privacy, personality or other personal or proprietary right. Youfurther agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware

thatcouldinanywayaffecttheoperationoftheServiceoranyrelatedwebsite.Youmaynot use a false e-mail address, pretend to be someone other than yourself, orotherwisemisleadusorthirdpartiesastotheoriginofanycomments.Youaresolelyrespo nsibleforanycommentsyoumakeandtheiraccuracy.Wetakenoresponsibility and assume no liability for any comments posted by you or any third-party.

### **ERRORS, INACCURACIES ANDOMISSIONS**

Occasionally there may be information on our site or in the Service that containstypographicalerrors,inaccuraciesoromissionsthatmayrelatetoproductdescri ptions,pricing,promotions,offers,productshippingcharges,transittimesandavailability. We reserve the right to correct any errors, inaccuracies, or omissions,andtochangeorupdateinformationorcancelordersifanyinformationintheSer viceor on any related website is inaccurate at any time without prior notice (includingafteryouhave submitted your order).

Weundertakenoobligationtoupdate,amendorclarifyinformationintheServiceoron any related website, including without limitation, pricing information, except asrequiredbylaw.NospecifiedupdateorrefreshdateappliedintheServiceoronanyrelate d website, should be taken to indicate that all information in the Service or onanyrelated websitehas beenmodifiedor updated.

#### **PROHIBITEDUSES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlaw ful purpose; (b) to solicito the rs to perform or participate in any unlaw ful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local or dinances; (d) to nfring eupon or violate our intellectual property rights or the intellectual property rights

ofothers;(e)toharass,abuse,insult,harm,defame,slander,disparage,intimidate,ordiscr iminate based on gender, sexual orientation, religion, ethnicity, race, age,nationalorigin,ordisability;(f)tosubmitfalseormisleadinginformation;(g)touploador transmit viruses or any other type of malicious code that will or may be used inany way that will affect the functionality or operation of the Service or of any relatedwebsite,otherwebsites,ortheInternet;(h)tocollectortrackthepersonalinformatio n of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j)foranyobsceneorimmoralpurpose;or(k)tointerferewithorcircumventthesecurityfeatu resoftheServiceoranyrelatedwebsite,otherwebsites,ortheInternet.We

reserve the right to terminate your use of the Service or any related website forviolatinganyof theprohibiteduses.

Don't misuse our Services. For example, don't interfere with our Services or try toaccess them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable exportandre-

exportcontrollawsandregulations. Wemaysuspendors to providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

### DISCLAIMEROFWARRANTIES; LIMITATIONOFLIABILITY

We do not guarantee, represent, or warrant that your use of our service will beuninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the servicewillbe accurate or reliable.

Youagreethatfromtimetotimewemayremovetheserviceforindefiniteperiodsoftimeor cancel theserviceatanytime, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your solerisk. The service and all products and services delivered to you through the serviceare(exceptasexpresslystatedbyus)provided'asis'and'asavailable'foryouruse, without any representation, warranties, or conditions of any kind, either express orimplied,includingallimpliedwarrantiesorconditionsofmerchantability,merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Concorde Business, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors beliable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, losts avings, loss of data, replacement costs, or any similar damages,

whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using theservice, or for any other claim related in any way to your use of the service or anyproduct, including, but not limited to, any errors or omissions in any content, or anyloss or damage of any kind incurred as a result of the use of the service or anycontent(orproduct)posted, transmitted, or otherwise made available via these rvice, e venifadvised of the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### INDEMNIFICATION

You agree to indemnify, defend and hold harmless Concorde Business and ourparent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licens ors, service providers, subcontractors, suppliers, internsandemployees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rightsofathird-party.

#### **SEVERABILITY**

If any provision of these Terms of Service is determined to be unlawful, void orunenforceable, such provision shall nonetheless be enforceable to the fullest extentpermitted by applicable law, and the unenforceable portion shall be deemed to beseveredfromthese TermsofService, such determinations hall not affect the validity and enforce ability of anyot herremaining provisions.

### **TERMINATION**

The obligations and liabilities of the parties in curred prior to the termination date shall survive the termination of this agreement for all purposes.

TheseTermsofServiceareeffectiveunlessanduntilterminatedbyeitheryouorus.You may terminate these Terms of Service at any time by notifying us that you nolongerwishtouseourServices, orwhen youceaseusingour site.

If in our sole judgment you fail, or we suspect that you have failed, to comply withany termor provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts

dueuptoandincludingthedateoftermination; and/oraccordinglymaydenyyouaccessto our Services (oranypartthereof).

#### **ENTIREAGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

TheseTermsofServiceandanypoliciesoroperatingrulespostedbyusonthissiteor in respect to The Service constitutes the entire agreement and understandingbetween you and us and govern your use of the Service, superseding any prior orcontemporaneous agreements, communications, and proposals, whether oral orwritten, between you and us (including, but not limited to, any prior versions of theTermsofService).

AnyambiguitiesintheinterpretationoftheseTermsofServiceshallnotbeconstruedagains t thedrafting party.

### CONTACTINFORMATION

QuestionsabouttheTermsofServiceshouldbesenttousatrahulmohan@urbanchat.in