

## Terms and Conditions for the Website

### Overview of the Terms and Conditions mentioned herewith below:

- i. These Terms and Conditions ("Terms") govern the relationship between Epicenter Technologies Private Limited ("Epicenter Technologies," "we," "us," "our" or "the Company") and you ("Client" or "you") concerning the use of our services and solutions. The purpose of these Terms is to establish a clear and binding agreement that outlines the rights, responsibilities, and obligations of both parties, thereby ensuring a transparent and mutually beneficial engagement.
- ii. By accessing or using the Company's services or solutions, you acknowledge and agree to be bound by these Terms. If you do not agree to these Terms, you must refrain from using our services or solutions.
- iii. These Terms apply to all services and solutions provided by the Company, including but not limited to Process Improvement, Cost Reduction, Innovative Technology, Data-Driven Approaches, Artificial Intelligence (AI), and Robotic Process Automation (RPA).

### 1. Definitions:

- i. Affiliate: "Affiliate" is any such entity that is connected with another entity if one of them is the subsidiary of the other or both are subsidiaries of the same entity or each of them is controlled by the same entity or individual. For the purpose of these Terms and Conditions, the term "affiliate of the Company" shall mean any such person (natural or otherwise) that is controlled by the management of the Company and "affiliate of the Client" shall mean any such person (natural or otherwise) that is controlled by the management of the Client.
- ii. Confidential Information: "Confidential Information" as used herein below shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software, software programs, databases, software source documents, Application Program Interface (API), and formulae related to the current, future, and proposed products and services of each of the parties, and includes, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, marketing plans and information, and documentation of any kind whether in existence at the date hereof or hereafter to come into existence, and all other intellectual property rights and interests and applications thereof, including any copies, reproductions, duplicates or notes in any form whatsoever that are disclosed or provided by or on behalf of disclosing party to the receiving party or to any officer, director, partner, employee, agent, advisor (collectively referred as representatives) of the receiving party. "Confidential Information" shall also include proprietary or confidential information of any third party that may disclose such information to either party in the course of the other party's business.
- iii. Content: Services include content, information, and other materials, which may include text, graphics, photographs, trademarks, logos, artwork, videos, sounds, designs, software, computer

code, newsletters, and services, as well as the compilation, structure, coordination, selection, and arrangement thereof hereinafter referred to collectively as “content”.

- iv. Deliverables: A deliverable is a tangible or intangible product or service created as a result of a project which is intended to be delivered to the Client.
- v. Disclosing Party: The party disclosing any confidential material or information to the receiving party.
- vi. Receiving Party: The party to whom the confidential material or information is disclosed to, by the Disclosing Party.

Any other definition not expressly mentioned herewith carries the meaning and definition reasonable under the law and / or within the ambit of these Terms and Conditions.

## **2. Services, Solutions & Limitations:**

- i. Customer Acquisition: Lead Generation and Prospecting: The Company offers lead generation and prospecting services to identify potential customers and build targeted contact lists through data mining, web scraping, and other techniques.

Campaign Management: The Company designs and executes multichannel marketing campaigns, including email, social media, and content marketing, to nurture leads and drive customer acquisition.

- ii. Customer Service and Support: Contact Center Services: The Company provides inbound and outbound contact center services, including customer support, order processing, and technical support, utilizing various communication channels such as voice, email, chat, and social media.

Self-Service Solutions: The Company develops and implements self-service solutions, such as knowledge bases, FAQs, and chatbots, to enable customers to find answers and resolve issues independently.

- iii. Accounts Receivable Management: The Company offers invoicing, billing, and recovery services, including invoice generation, tracking, and follow-up, to ensure timely and accurate billing for Clients.

Collections and Dispute Resolution: The Company provides collections and dispute resolution services to manage overdue accounts, resolve billing disputes, and facilitate payment recovery.

- iv. Back-Office Operations: Data Entry and Processing: The Company offers data entry and processing services, including document scanning, indexing, and data validation, to support Clients' back-office operations.

Reporting and Analytics: The Company provides reporting and analytics services to generate insights and facilitate data-driven decision-making for Clients' back-office operations.

- v. B2B Demand Generation: Account-Based Marketing (ABM): The Company designs and implements account-based marketing strategies to identify and target high-value accounts, leveraging personalized campaigns and targeted messaging.
- vi. Digital Marketing: Search Engine Optimization (SEO): The Company provides search engine optimization services to improve Clients' website visibility and organic search rankings, increasing online discoverability and traffic.

Social Media Marketing: The Company offers social media marketing services, including content creation, community management, and paid advertising, to build brand awareness, engage with target audiences, and drive website traffic.

- vii. General Limitations: The Company services and solutions are subject to the limitations and constraints of the underlying technologies, methodologies, and data sources employed.

The effectiveness and suitability of the Company services and solutions may vary based on the Client's specific requirements, industry, and target market.

The Company does not guarantee any specific results or outcomes from its services and solutions, as their success may be influenced by various factors beyond the Company's control.

### **3. Intellectual Property:**

- i. Ownership of the Company's Intellectual Property

The Company retains all rights, titles, and interests in and to its intellectual property, including but not limited to patents, copyrights, trademarks, trade secrets, methodologies, processes, tools, software, and any other proprietary materials (collectively, "Epicenter IP") used in connection with the provision of its products and services.

Except for the limited rights expressly granted under these Terms and Conditions or any separate agreement between the parties, no other rights or licenses, express or implied, are granted to the Client regarding Epicenter IP.

- ii. Ownership of Client Materials

The Client retains all rights, titles, and interests in and to its intellectual property, including but not limited to data, information, materials, and proprietary content ("Client Materials") provided to the Company in connection with our products and services.

The Client grants the Company and its' affiliates a non-exclusive, non-transferable, and limited license to use, reproduce, modify, and display the Client Materials solely for the purpose of providing the requested products and services to the Client.

- iii. License for Deliverables

The Company grants the Client a non-exclusive, non-transferable, and limited license to use any deliverables, reports, or work products ("Deliverables") provided in connection with our products and services, solely for the Client's internal business purposes.

The Client acknowledges and agrees that the Deliverables may incorporate or be derived from Epicenter IP, and the Client shall not modify, reverse engineer, decompile, or create derivative works from the Deliverables without the Company's prior written consent.

iv. Third-Party Materials

The Company may incorporate third-party materials, including open-source software, into its products and services to be paid for acquisition / license by the Client.

The Client's use of such third-party materials shall be subject to the applicable third-party licenses and Terms of use.

v. Trademarks and Branding

Neither party shall use the other party's trademarks, service marks, logos, or other branding elements without the prior written consent of the owning party.

The Client shall not modify, alter, or create derivative works based on the Company's trademarks, service marks, logos, or other branding elements.

#### 4. Confidential Information:

Confidential Information may be used by the Receiving party only in connection with the Terms and Conditions herewith and the agreement entered into by and between the Client and the Company (if any). Receiving party agrees to protect the confidentiality of the Confidential Information of Disclosing party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Receiving party exercise less than reasonable care in protecting such Confidential Information. Confidential Information must be returned or destroyed, at the request of the Disclosing party. For avoidance of doubt, Confidential Information shall not be disclosed to third parties without prior approval of Disclosing party. Confidential Information shall include any and all source code, design, data and technical documentation, past, present and/or future plans, provisions, designs, forms, formats, procedures, methods and other information relating to Disclosing party and its Disclosing party's technology, technical data, products, patents, copyrights, research and development programs, legal and marketing data and other technical and business information, as well as all recruitment and information of personnel provided by Receiving party to Disclosing party ("the Receiving party Personnel") in the course of providing the Services.

## 5. Privacy Policy

### i. Information We Collect

**Personal Information:** We may collect personal information such as your name, email address, phone number, Company name, and job title when you engage with us, request information, or subscribe to our services.

**Usage Data:** We may automatically collect certain technical data about your device, browsing actions, and usage patterns when you visit our website or interact with our services. This data may include your IP address, browser type, operating system, and other similar information.

**Other Information:** We may collect additional information as necessary to provide our services or as required by law.

### ii. Use of Client's information

We use the personal information we collect to:

Provide, maintain, and improve our products and services;

Communicate with you about our offerings, updates, and promotions;

Respond to your inquiries and requests for support;

Personalize and enhance your experience with our website and services;

Comply with legal obligations and enforce our Terms and Conditions.

### iii. Information Sharing and Disclosure

We may share your personal information with trusted third-party service providers who assist us in operating our business, delivering our services, or conducting our activities. These providers are obligated to maintain the confidentiality and security of your information.

We may also disclose your personal information if required by law, regulation, or legal process, or to protect our rights, property, or safety, and that of our Clients or others.

### iv. Data Security

We implement appropriate technical and organizational measures to protect your personal information against unauthorized access, use, alteration, or destruction. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security.

### v. Data Retention

We will retain your personal information for as long as necessary to fulfill the purposes for which it was collected, unless a longer retention period is required or permitted by law.

### vi. Third-Party Websites and Services

This website or services may contain links to third-party websites or services not operated by the Company. The Company is not responsible for the privacy practices or content of such third-party websites or services.

### vii. Changes to This Privacy Policy

The Company retains the right to update, modify or otherwise amend this Privacy Policy from time to time to reflect changes in our practices or legal requirements.

## 6. Data Privacy and Security

### i. Compliance with Digital Personal Data Protection Act, 2023:

The Company shall process personal data in accordance with the provisions of the Data Protection and Data Privacy (DPDP) Act of India and any other applicable data protection laws and regulations.

The Company shall implement appropriate technical and organizational measures to ensure the security of personal data and protect it against unauthorized or unlawful processing, accidental loss, destruction, or damage.

### ii. Personal Data Processing

The Company shall collect and process personal data only for the purposes specified in the agreement and shall not process personal data for any other purpose without the explicit consent of the data subject.

The Company shall ensure that personal data is accurate, complete, and up-to-date, and shall take reasonable steps to rectify or delete inaccurate or incomplete personal data.

### iii. Data Subjects' Rights

The Company shall respect and facilitate the exercise of data subjects' rights as per the DPDP Act, including the right to access, rectify, erase, restrict processing, object to processing, and data portability.

The Company shall provide appropriate mechanisms for data subjects to exercise their rights and shall respond to such requests within the timelines prescribed by the DPDP Act.

### iv. Data Protection Impact Assessment

The Company shall conduct Data Protection Impact Assessments (DPIAs) for any processing activities that may pose a high risk to the rights and freedoms of individuals, as required by the DPDP Act.

The DPIAs shall be conducted prior to the commencement of the processing activities and shall be reviewed and updated periodically.

### v. Data Breach Notification

The Company shall implement appropriate procedures for detecting, investigating, and reporting personal data breaches in accordance with the DPDP Act.

In the event of a personal data breach, the Company shall notify the appropriate authorities and affected data subjects without undue delay, as required by the DPDP Act.

vi. Cross-Border Data Transfers

the Company shall ensure that any transfer of personal data outside of India complies with the provisions of the DPDP Act and any other applicable laws and regulations.

Appropriate safeguards, such as binding corporate rules, standard contractual clauses, or other approved mechanisms, shall be implemented to ensure the protection of personal data during cross-border transfers.

vii. Data Protection Officer

The Company shall appoint a qualified Data Protection Officer (DPO) to oversee compliance with the DPDP Act and other applicable data protection laws and regulations.

The DPO shall be responsible for advising on data protection obligations, monitoring compliance, and serving as the contact point for data subjects and supervisory authorities.

viii. Record-Keeping and Audits

The Company shall maintain accurate and up-to-date records of its data processing activities, as required by the DPDP Act.

The Company shall cooperate with any audits or inspections conducted by supervisory authorities or authorized third parties to ensure compliance with the DPDP Act and other applicable data protection laws and regulations.

## 7. User Conduct: Permitted and Prohibited Activity; and Compliances:

i. Permitted Use

The Company's website, products, and services are intended for lawful and legitimate business purposes only. Users are permitted to access and use our offerings in accordance with these Terms and Conditions and any applicable laws and regulations.

ii. Prohibited Activities

Users are expressly prohibited from engaging in any of the following activities:

Uploading, posting, transmitting, or distributing any content that is unlawful, defamatory, obscene, threatening, abusive, hateful, or otherwise objectionable;

Impersonating any person or entity or misrepresenting your affiliation with any person or entity;

Interfering with or disrupting the integrity, security, or performance of our website, products, or services;

Attempting to gain unauthorized access to our systems, networks, or data, or engaging in any activities that may harm or exploit our offerings;

Reverse engineering, decompiling, disassembling, or modifying any part of our website, products, or services without prior written consent;

Engaging in any activities that may violate the intellectual property rights or proprietary interests of the Company or any third party;

Using our website, products, or services for any illegal, fraudulent, or unauthorized purposes.

iii. Compliance with Laws and Regulations

Users shall comply with all applicable laws, regulations, and industry standards when using the Company's website, products, and services.

Users are solely responsible for ensuring that their use of our offerings does not violate any applicable laws, regulations, or third-party rights, including but not limited to data protection, privacy, intellectual property, and export control laws.

iv. Monitoring and Enforcement

The Company reserves the right to monitor and review user activities on our website, products, and services to ensure compliance with these Terms and Conditions and applicable laws and regulations.

We may suspend, terminate, or restrict access to our offerings, without notice, if we believe that a user has violated these Terms and Conditions or engaged in any prohibited activities.

v. Cooperation with Authorities

The Company reserves the right to cooperate with law enforcement authorities, government agencies, and other authorized third parties in investigating and prosecuting users who violate these Terms and Conditions or engage in any illegal or unauthorized activities.

vi. Indemnification

Users shall indemnify, defend, and hold harmless, the Company, its affiliates, and their respective directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with their violation of these Terms and Conditions or any applicable laws or regulations.

## 8. Governing Law and Dispute Resolution

**Governing Law:** The provisions of these Terms and Conditions shall be governed exclusively by and construed in accordance with Indian law.

**Jurisdiction:** Any dispute, controversy, or claims arising out of or relating to these Terms and Conditions or the breach, termination, or invalidity thereof shall be subject to the exclusive jurisdiction of the Courts of Mumbai.



Any infringement or violation of any Terms and / or Conditions mentioned herein or any agreement entered into by and between the Company and the Client, the Company reserves rights to initiate applicable civil and / or criminal proceedings against the Client and / or the infringer, as the case may be, at the cost of such infringer or party breaching the present Terms and Conditions or any agreement entered into by and between the Company and the Client, or for any other violation of the rights of the Company, at the cost of the Client or the infringer or such person violating the Company's rights, thereof.

## **9. Limitation of Liability, disclaimer of warranties, damages, and indemnifications:**

### **i. Disclaimer of Warranties:**

The Company provides its website, products, and services "as is" and "as available" without any representations or warranties of any kind, whether express, implied, or statutory.

The Company expressly disclaims all warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing, usage, or trade practice.

The Company does not warrant that its website, products, or services will be uninterrupted, error-free, secure, or free from viruses or other harmful components.

### **ii. Limitation of Liability:**

In no event shall the Company, its affiliates, or their respective directors, officers, employees, or agents be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from: (a) The use or inability to use the Company's website, products, or services; (b) Unauthorized access to or alteration of your data or information; (c) Statements or conduct of any third party on the Company's website or services; or (d) Any other matter relating to the Company's website, products, or services.

In no event shall the Company's total liability to you for all damages, losses, and causes of action, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you to the Company for the specific service or product that gave rise to the claim, or one hundred rupees (INR 100), whichever is less.

The limitations and exclusions of liability set forth in this clause shall apply to the fullest extent permitted by applicable law.

### **iii. Indemnification**

You agree to indemnify, defend, and hold harmless, the Company, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) Your use or misuse of the Company's website, products, or services; (b) Your violation of these Terms and Conditions or any applicable laws or regulations; (c) Your infringement or misappropriation of any

intellectual property rights or other rights of third parties; or (d) Any content, data, or information provided by you or through your account.

The Company reserves the right, at its sole discretion, to assume the exclusive defense and control of any matter subject to indemnification by you. In such cases, you agree to cooperate with the Company in asserting any available defenses.

## **10. Termination:**

The Company reserves the right, in its sole discretion, to terminate or suspend your access to all or part of the website, with or without notice, for any reason, including, without limitation, breach of these Terms and Conditions. Upon termination, your right to use the website will immediately cease. The following provisions of these Terms and Conditions will survive termination: Intellectual Property Rights, Disclaimer of Warranties, Limitation of Liability, Indemnification, and General Provisions.

The Company shall not be liable to you or any third party for termination of your access to the website or to any information or files transmitted and/or stored on or through the website. Upon termination, the Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the website.

If the Company terminates your access to the website due to your breach of these Terms and Conditions or any other policies or guidelines associated with the website, you will not be entitled to a refund of any fees or other charges paid in advance, if applicable.

## **11. Modifications:**

The Company reserves the right, at its sole discretion, to modify or replace these Terms and Conditions at any time. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Company's website after any revisions become effective, you agree to be bound by the revised Terms and Conditions. If you do not agree to the new Terms and Conditions, you must stop using the website.

The Company may also modify the website and discontinue offering any service, feature, or functionality of the website at any time without notice. The Company shall strive to give you reasonable notice of any such modification or discontinuation, but reserve the right to make changes without notice.

It is your responsibility to check these Terms and Conditions periodically for changes. Your continued use of the website after any modifications or revisions to these Terms and Conditions shall constitute your agreement to be bound by such modifications or revisions.

## **12. Miscellaneous:**

- i. Severability: If any provision of these Terms and Conditions is found to be unlawful, void, or unenforceable, then that provision shall be severed from the remaining provisions and shall not affect the validity and enforceability of the other provisions.

- ii. Entire Agreement: These Terms and Conditions, along with any documents expressly incorporated by reference, constitute the entire agreement between you and the Company with respect to your use of the website and supersede all prior or contemporaneous communications and proposals, whether oral or written, between you and the Company.
- iii. Waiver: No failure or delay by the Company in exercising any right or remedy under these Terms and Conditions shall operate as a waiver of that or any other right or remedy. The express waiver by the Company of any provision, condition, or requirement of these Terms and Conditions shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.
- iv. Rights and Obligations: These Terms and Conditions are personal to you, and you may not assign, transfer, or sublicense your rights or obligations under these Terms and Conditions to anyone else without the Company's prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

### **13. Contact us:**

If you have any questions or concerns regarding these Terms, please contact us at [DPO@epicentertechnology.com](mailto:DPO@epicentertechnology.com) before proceeding with the use of our services or solutions.