

Touchcore Systems

Terms of Use

These terms of use govern the access, browsing to and use of the Website <https://www.touchcoresystems.com/> (hereinafter the “Website”) and the content and products/services available through it.

The domain name <touchcoresystems.com> has been registered since June 24, 2015.

1. Definitions

1.1. **“Services”** include but are not limited to software development and integration, mobile application development, data science and machine learning, big data engineering, cloud infrastructure and DevOps, and quality assurance provided by Touchcore Systems.

1.2. **“User”** refers to any individual or entity who accesses or uses our website or services.

1.3. **“Content”** refers to all materials, including text, images, software, and code made available on our website.

2. Scope of Services

2.1. Touchcore Systems provides a suite of services that includes but is not limited to:

- **Software Development & Integration:** Custom software solutions tailored to business needs.
- **Mobile Application Development:** Cross-platform mobile applications optimized for performance and usability.
- **Data Science & Machine Learning:** Advanced analytics solutions with data-driven strategies.
- **Big Data Engineering:** Scalable solutions for managing and leveraging vast data sets.
- **Cloud Infrastructure & DevOps:** Cloud solutions that enhance scalability, security, and performance.
- **Quality Assurance:** Testing methodologies to ensure software meets the highest standards of functionality and security.

2.2. These services may be subject to additional terms and conditions or agreements, which shall take precedence over this document in case of conflict.

3. User Responsibilities

3.1. **Authorized Use:** You agree to use the services only for lawful purposes. You shall not use the website or services for any activities that:

- Violate any applicable local, state, national, or international law.
- Infringe on any intellectual property rights or violate the privacy of others.
- Disrupt the functionality of the website or services or impose an unreasonable load on our infrastructure.

3.2 Product-Specific Terms

a. **Custom Features or Add-ons:** Certain features, products, or services offered by Touchcore Systems may be subject to additional terms and conditions or agreements, which will be presented to you at the time you opt for those features.

b. **Modifications to Products:** Touchcore Systems reserves the right to modify, discontinue, or restrict access to any specific feature or service at any time, with or without notice.

4. Intellectual Property Rights

4.1 **Ownership:** All intellectual property rights in the website and the services, including software, designs, logos, images, and trademarks, are owned by or licensed to Touchcore Systems.

4.2. **License to Use:** We grant you a non-exclusive, non-transferable, revocable license to access and use our website and services for your personal, non-commercial purposes. This license is subject to your compliance with these Terms.

4.3. **Restrictions:** You may not:

- Reproduce, modify, distribute, sell, lease, or create derivative works from our services or content without explicit permission.
- Reverse-engineer, decompile, or disassemble any software or technology offered by Touchcore Systems.

4.4. **Third-Party Rights:** The website may contain content licensed from third parties. Such content remains the property of its respective owners and is used by Touchcore Systems under the appropriate licenses.

5. Data Privacy and Confidentiality

5.1. **User Data:** By using our services, you agree to the collection, storage, and use of your personal data in accordance with our Privacy Policy. We are committed to safeguarding your privacy and protecting your data. You can find more information on how we handle your data in the Privacy Policy.

5.2. Security Measures: We implement appropriate technical and organizational measures to protect your personal information. However, you acknowledge that no data transmission over the internet can be guaranteed to be 100% secure, and you use our services at your own risk.

5.3. Third-Party Data Processing: In some cases, Touchcore Systems may engage third-party service providers to assist in providing our services, and such providers may have access to your data. By using our services, you consent to such data sharing, which will be handled in accordance with applicable data protection laws.

5.4. Legal Compliance: Touchcore Systems may disclose your information, including User Data, if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency).

5.5. Cooperation with Authorities: In the event of a legal obligation, Touchcore Systems will cooperate with law enforcement and regulatory authorities, which may include providing information about your use of the website and services.

6. Warranties and Disclaimers

6.1. Service Availability: We make no warranties or representations regarding the availability, reliability, or timeliness of the website or services. We reserve the right to modify, suspend, or discontinue any part of the services at any time without notice.

6.2. No Warranty: The website and services are provided “as is” and “as available” without any warranties, express or implied, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- Warranties that the services will meet your requirements or be uninterrupted, error-free, or secure.

6.3. Limitation of Liability: To the maximum extent permitted by law, Touchcore Systems and its affiliates will not be liable for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, data, business, or goodwill, arising out of or related to your use of the website or services.

7. Force Majeure

7.1. No Liability for Force Majeure: Touchcore Systems shall not be liable for any failure to perform its obligations under these Terms if such failure results from any cause beyond Touchcore Systems’s reasonable control, including, but not limited to, mechanical, electronic, or communications failure or degradation. Further, Touchcore Systems shall not be liable for any

delay or failure to perform its obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities.

7.2. Notification of Force Majeure: In the event of a force majeure event, Touchcore Systems will provide notice to users of the circumstances causing the delay or failure to perform as soon as reasonably practicable.

8. Indemnification

You agree to indemnify and hold harmless Touchcore Systems, its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to your use of the services, your violation of these Terms, or your infringement of any intellectual property or other rights of any person or entity.

9. Third-Party Links and Services

9.1. Third-Party Content: Our website may include links to third-party website/s or service/s. We do not endorse, control, or assume responsibility for any content or service/s provided by these third parties.

9.2. Use of Third-Party Services: Your use of any third-party service/s linked on our website is at your own risk, and you are responsible for reviewing the terms and privacy policies applicable to those services.

10. Termination

10.1. Termination by Us: We reserve the right to suspend or terminate your access to the website and service/s at any time for any reason, including but not limited to:

- Your breach of these Terms.
- Fraudulent or unlawful activity.
- Disruption of service/s or harm to other users.

10.2. Effect of Termination: Upon termination, you must immediately cease all use of the service/s, and we may delete your account and any related data.

11. Governing Law and Dispute Resolution

11.1. Governing Law: These Terms are governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.

11.2. Dispute Resolution: Any disputes arising from or related to these Terms will be resolved through binding arbitration conducted in Pune, Maharashtra unless otherwise mutually agreed upon by the parties. The decision of the arbitrator/s will be final and binding.

11.3. Class Action Waiver: You agree that any dispute resolution proceedings will be conducted only on an individual basis and not as part of a class, collective, or representative action.

12. Changes to Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting to the website. Your continued use of the website and services constitutes acceptance of the revised terms. We encourage you to review these Terms periodically.

13. Electronic Communications

13.1. Consent to Electronic Communications: By using our services, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

13.2. Contact Information: It is your responsibility to provide us with accurate contact information. You can update your contact information by contacting us at partner@touchcoresystems.com.

14. Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, the remaining provisions shall remain in full force and effect. The unenforceable provision shall be replaced with a valid provision that most closely matches the intent of the original provision.

15. Entire Agreement

These Terms, along with the Privacy Policy and any other legal notices published by Touchcore Systems, constitute the entire agreement between you and Touchcore Systems regarding the use of the website and services and supersede any prior agreements, whether written or oral, related to the same subject matter.