



TERMS & CONDITIONS

REVISED: 04.10.2018

ACCEPTANCE OF TERMS

YOUR USE OF Embtel Solutions, Inc d/b/a of Embtel, Inc IS SUBJECTED TO THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ OUR TERMS AND CONDITIONS CAREFULLY. BY USING THIS WEBSITE OF Embtel Solutions, Inc

YOU ARE DEEMED TO AGREE & ACCEPT OUR TERMS AND CONDITIONS AND PRIVACY POLICY.

Embtel Solutions, Inc Designs Limited (hereinafter referred to as 'Embtel Solutions') reserves the sole right to change these Terms & Conditions and Privacy Policy any time. You need to check periodically for any changes made in our Terms. Using this website after we make any alteration to the Terms & Conditions means you agree to accept the changes, we are not responsible whether or not you review them. Do not use this website if you choose not to accept and abide by these Terms & Conditions at any time.

Embtel Solutions provides products, software and manpower Services (collectively, hereinafter referred to as "SERVICES") subject to any customer's or buyer's (hereafter referred to as "CLIENT") acceptance of and compliance with the Terms and Conditions (hereinafter referred to as "Terms") and the terms and conditions of the Service Level Assurance Agreement (hereafter referred to as "SLA") outlined below:

SERVICE TERMS:

The Terms of the Agreement will commence on the date the Client enrolled for our Services and will end when terminated by either party in accordance with the Terms and SLA.

Embtel Solutions has the authority to use its identifying mark that might come in the form of Logo, Design, URL or any types of brand identity to all websites produced from here and it will come into force without any consent of its customers or clients.

DESCRIPTION OF SERVICE:

Embtel Solutions may provide Client with one or more services, included but not limited to, following: Website Design & Development and affiliated products/services, Internet Marketing, Mobile Application Development, Content Development, and/ or Maintenance and Support Services. Unless explicitly stated otherwise, any new feature that augments or



enhances the Services shall be considered to be part of the Services. Embtel Solutions reserves the right to modify, suspend or discontinue the Services (or any part thereof), based on non-cooperation, non payment, or unwanted delay from client, at any time, without notice. Client expressly agrees that Client, or any related third party, shall not hold Embtel Solutions or its suppliers liable for any losses, damages or consequences whatsoever from such modification, suspension or discontinuation of the Services.

ACCESS TO INFORMATION:

To access Embtel Solutions Services or Embtel Solutions Websites Client may be asked to provide certain registration details or other information. By accepting these terms & conditions, the Client hereby acknowledges that all the information provided by the Client will be correct, current, and complete. If Embtel Solutions believes the information that the Client has provided is not correct, current, or complete, Embtel Solutions has the right to refuse Client access to any Embtel Solutions Websites or Services or any of its resources, and to terminate or suspend Clients account at any time.

Calls may be recorded for training and quality purposes.

CHANGES TO WEBSITE:

Embtel Solutions hereby declares that The Company has sole right to change or remove the website (temporarily or permanently) or any part of it at any time, without notice. Embtel Solutions shall not be liable to anyone (Client, third-party vendor or user) for any such changes or removal.

DATABASE, E-COMMERCE & APPLICATION DEVELOPMENT:

Embtel Solutions is not liable for any losses caused by any software that is created for the client. Though we take every care to ensure the products are accurate and error-free, the ultimate responsibility remains with the Client to ensure that all products and software are functioning properly before use.

Where site and applications are developed on servers that are not provided by Embtel Solutions, the Client will be responsible to provide and/ or seek any information, support, additional software and/ or co-operation relating to the server required for application to be developed correctly. For developing large applications, the Client will be responsible for



providing a suitable testing environment, identical to the Client's final production environment.

Any application or programming pertaining to a website developed by Embtel Solutions, the Client is expected to fully test them before making the same generally available for use. Embtel Solutions will endeavour but not be obliged to correct errors, "bugs" or other issues are found in the website developed by us after the site is live to meet the standards of site's function outlined in the brief.

WEBSITE DESIGN:

We will make every effort to ensure that the design of the website and any other work done by us is error free; however, Embtel Solutions will accept any responsibility for losses incurred because of malfunction of the website or any part of it. Embtel Solutions will be the rightful owner of the web server, website, graphics, content, and any programming code until the Client pays all outstanding accounts in full. Any work done by Embtel Solutions will remain our property and copyright of Embtel Solutions, unless otherwise agreed, and may be resold or commercially reproduced only with the permission of Embtel Solutions.

Embtel Solutions will not be liable for any copyright infringements that are caused due to materials submitted by the client.

Any additions to the brief where Embtel Solutions makes no charge will be done at the sole discretion of Embtel Solutions and for such additions Embtel Solutions will not accept any responsibility to ensure that such additions are error free. We reserve the right to charge the Client accordingly for any correction to these additions or for further additions.

Embtel Solutions will not be responsible for any loss of earnings, compensation or costs incurred due to any work carried out by the Client, on behalf of the Client, or by any third-party agents appointed by the Client.

Embtel Solutions is not liable for loss of earnings, compensation or costs incurred because of the unavailability of the website, servers, software or other material provided by its agents.

COPYRIGHT:

Embtel Solutions owns or has the license to or otherwise permitted by law to use the trademarks, copyright and intellectual property rights of the site and its content including (but not limited to) the website design, graphics, text, source codes and all software connected with the website.

Using this websites, you are agreeing to access the content only for your personal and non-commercial use home use. You cannot download, copy, transmit, reproduce, store, distribute or sell the content without the prior and written consent of Embtel Solutions.

DISCLAIMERS AND LIMITATION OF LIABILITY:

The website of Embtel Solutions is provided on an "AS AVAILABLE" and "AS IS" basis. Embtel Solutions, to the extent permitted by the law, is not responsible for any direct, indirect consequential damage or loss (including but not limited to loss of business, data, opportunity and/ or profit) caused due to the use of the website.

Embtel Solutions does not warranty that the website's functionality will be error free or uninterrupted, that defects will be rectified and/ or that the website or server making it available are free of any virus or anything else that can be destructive or harmful.

CANCELLATION & REFUND POLICY:

All amounts owed by the client to Embtel Solutions for Services rendered prior to the verified cancellation date must be paid in full. There will be no prorating for partial months throughout the Agreement. Due to account security and privacy concerns, all billing related questions and cancellation requests MUST be made in writing or via email.

Cancellation requests will only be processed if made by the initial authorizing party and if received in writing. There will be no refunds of any monies for any cancellation requests made after the cooling-off period of 7 days from the date of order. For security and training purposes, all calls, inbound and outbound, made through Embtel Solutions corporate offices are digitally recorded and the recordings form a part of the verbal contract between Embtel Solutions and the client.



Any cancellations done after the cooling-off period by the client, for any reason, will lead to a full payment of the agreed price and immediate termination of the contract, unless otherwise mutually agreed between Embtel Solutions and the Client.

PAYMENT:

Client agrees to pay Embtel Solutions the service fee, for any Program or Service Client enrolls in, pursuant to the terms of the Payment Plan Client selected, including without limitation, all applicable taxes, if any, in accordance with the billing terms in effect at the time the service fee becomes payable. Client expressly understands, acknowledges and hereby authorizes Embtel Solutions to automatically charge Client's credit card or debit Client's bank account once a month or one time as per the Program requirement.

Client will be charged as soon as they sign up over the phone. Embtel Solutions also reserves the right to pursue alternative means of payment up to and including debt collection services and customer shall be liable for all collection costs, including without limitation, attorneys' fees.

PAYMENT COLLECTION:

As Embtel Solutions provides a bill-through service for sponsored listings, the company takes a significant credit risk for each and every Client. Therefore, the Client is responsible to maintain an active and valid payment method on file at all times. If for any reason, Client's payment method is not available, Embtel Solutions reserves the right to immediately and temporarily turn off the website, pay-per-click ads, sponsored listings and ongoing or then current production, reporting, or support Services being provided to account. If the payment is not received, Embtel Solutions reserves the right to terminate the Agreement in full and retain ownership of the web site, or other Services until such time the account has been paid in full. All Term Commitment Terminations will result in an escalation of all fees owed under the Terms of the Agreement. Many clients maintain multiple forms of payment on file to prevent this from occurring. Representations and Warranties Client represents, warrants and covenants that (i) Client has sufficient authority to enter into the Agreement; (ii) Client is a business, not a consumer, and that Client's use of Embtel Solutions services is solely for lawful commercial and business purposes; (iii)



Client has the necessary rights to provide all information provided under the Agreement for use as described in the Agreement.

AGREEMENT TO THE POLICY:

You should be aware that by submitting any kind of personal details to our website, you indicate your acceptance to the terms given above. In case of any queries or concerns you are always free to contact us for further assistance.

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