

KAVALAN APP -TERMS OF USE

Contained hereunder are the terms and conditions for use of the mobile application 'Kavalan app' operated by Amtex Systems (hereinafter 'Kavalan app'), Chennai which govern the use of your purchase and use of the products and services (the "services") from Kavalan app, and constitute a legally binding agreement, between you ("the customer", the "user" or "the caregiver") and Kavalan app. By visiting, viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to Kavalan app, you are deemed to have agreed to all the following terms and conditions. So, before you use this, please read these terms carefully as you agree to be bound by them. If you do not accept these terms and conditions, please do not use this /mobile application (as may be applicable).

1. Creating an Account

- 1.1. To use certain features of the mobile application (e.g., ordering products, posting rating/reviews, receiving newsletters and promotional materials), you must set up an account with Kavalan app ("Kavalan app Account") and provide certain information about yourself as prompted by the customer information form, including, your name, gender, email address, account password, mobile phone number and billing/shipping address. All of your registration information is protected by our Privacy Policy.
- 1.2. You represent and warrant that the information you submit during registration is truthful and accurate and that you will maintain the accuracy of such information.
- 1.3. Your Kavalan app Account username and password are personal to you. You may not transfer your account and you will be responsible for the activities associated with your Kavalan app Account.
- 1.4. Kavalan app will not be liable for any loss or damages as a result of your failure to maintain the confidentiality of your account credentials. If you suspect any unauthorised use of your Kavalan app account, you shall immediately notify Kavalan app.
- 1.5. It is your responsibility to keep your email address up-to-date on your account setup at Kavalan app so that we can communicate with you electronically.

2. Privacy and Security Policy

- 2.1. We guarantee that we have taken all possible efforts to ensure all your personal information with us is secure. Kavalan app takes careful precaution to protect our customers' personal information from unauthorised access, improper use or disclosure or unauthorised modification. To prevent unauthorised access, we have put in place the latest industry-standard security technology and procedures to safeguard the information we collect online. Your personal information is encrypted and is protected with ___-bit Secure Sockets Layer (SSL) software, which encrypts all information you input. We store your personally identifiable information on the computer servers placed in a secure environment. Even though we have taken significant steps to protect your personally identifiable information, no company, including our /mobile application, can fully eliminate security risks associated with personal information.
- 2.2. By agreeing to the using the Kavalan app you agree to allow Kavalan app to send you promotional material and communications, emails, phone calls and VOIP based communication related to the services. You may specifically unsubscribe from the same if you wish to stop receiving such materials.
- 2.3. By agreeing to the using the Kavalan app you agree to allow Kavalan app to store your personal information and also have the same reviewed/verified by it if the information be sensitive or such verification be requisite for the provision of any services.
- 2.4. During your visit to Kavalan app's /mobile application, we may automatically receive technical information about your computer/device, including your GPS coordinates, IP address, your computer operating system, time-zone, browser type and browser plug-in details, due to the communication protocol settings on the Internet.
- 2.5. We do not sell, rent or exchange your any personally identifiable information that you provide to us with any third party for commercial reasons (apart from information provided in relation to the delivery of services). However, we engage trusted online payment service partners to perform payment processing and authorisation services (for net banking or credit/debit card validation). Through your use of the Kavalan mobile application, you consent to our collection and transfer of your information to our payment service partner portal.
- 2.6. "Cookies" are small pieces of information placed by us onto your devices to analyse data about our web page traffic, which helps us save your preferences for your future visits. This allows us to customise our services according to your interests, which will enable us to deliver a more personalised service to our customers. You may choose to accept or decline cookies. Please be aware that by declining cookies you may be unable to use our mobile application to its fullest capability.
- 2.7. We may revise this privacy policy from time to time by updating this page, and so we urge you to review it periodically to ensure that you agree with any such changes that we make. We will make best efforts to inform you of any important amendments by e-mail, message on the mobile application or notification in your account. However, it is your responsibility to check the policy regularly to ensure that you agree with it and your continued use of the mobile application will be deemed to be your acceptance of any changes that we make.

3. Customer eligibility

Our customers or users must be over 13 years of age and registered with us. Kavalan app is not intended for children under the age of 13. We will not knowingly collect information from users in this age group.

4. Role of Kavalan app

- 4.1. Kavalan app role is limited to a) providing a platform for users to alert/notify the police authorities in the event of any emergency by dialling emergency number.
- 4.2. Kavalan app's role is that of an 'intermediary' as defined under the Information Technology Act, 2000 and the rules thereunder. Being an intermediary, Kavalan app has no responsibility and / or liability in respect of the content and transactions on Kavalan app's /mobile application.

4.3. Kavalan app does not have the obligation to pre-screen or monitor user content or service provider content at any time. However Kavalan app may elect to monitor any user content or service provider content and remove any user content or service provider content from the Kavalan app's mobile application if Kavalan app determines in its sole discretion that such Kavalan app's mobile application is in violation of this Agreement or any applicable law and best practices. Where Kavalan app removes any user content from Kavalan app's mobile application, Kavalan app will make reasonable efforts to inform the user who had posted such content. Such actions do not in manner negate or dilute Kavalan app's position as an intermediary or impose any liability on Kavalan app with respect to user content or service provider content.

4.4. If Kavalan app suspects any illegal, wrongful or fraudulent activity on Kavalan mobile application by any user , notwithstanding any other rights Kavalan app may have, Kavalan app reserves the right to inform the relevant government or law enforcement authorities. Kavalan app will cooperate in all investigative procedures or requests for access / information initiated by any such government or law enforcement authorities.

4.5. Emergency and GPS Tracking Based Security Services

During the term of this Agreement, Kavalan may provide Emergency and GPS Tracking Based Security Services to the subscribers. These services may include the receipt, analysis and response to alarm signals and calls made through the System, and, if applicable, notification and location services through our server. In the event an emergency alert signal is received from the System, every reasonable effort will be made to promptly contact the Responder/s (may include government agencies, emergency services or emergency contacts predefined by the subscriber). In the event a Responder is sent to the Subscriber home and cannot enter through the door, the Subscriber assume any and all risk of personal injury, loss or damage to the Subscriber premises or the contents thereof.

Kavalan is not responsible for the promptness, sufficiency or adequacy of the action of any Responder. Kavalan will not send any of its personnel to the Subscriber location in response to an emergency signal. Neither the System nor the Services can prevent death, bodily or personal injury, or any other harm or damage to the Subscriber or others who use them. The System and the Services rely on the availability of the Subscriber internet service provider, cellular network coverage, and the availability of global positioning system ("GPS") data to operate properly. These systems are provided by a third party and cannot be controlled by Kavalan. There is always a chance that the System may fail to operate properly.

The Application may also offer services to support for non-critical emergencies to help users find roadside assistance or the nearest hospital, urgent care facility or natural disaster emergency shelter etc. The service is NOT A REPLACEMENT FOR EMERGENCY DIAL OR OTHER EMERGENCY SOS CONTACTS.

To avoid false alarms, Kavalan may first determine whether an actual emergency exists before it contacts any Responder. We understand that false alarms can occur. However, in the event Kavalan determines there have been too many false alarms, it may suspend or cancel the Services. The Subscriber is responsible for any fines, penalties or other fees arising from a false alarm.

5. Disclaimer of Warranties and Limitation of Liability

5.1. All information, products and services included on or otherwise made available to you through this are provided by Kavalan app on an "as is" and "as available" basis, either expressed or implied, we specifically disclaim warranties of any kind to the extent allowed by the applicable law. You expressly agree that your use herein is at your sole risk.

5.2. Kavalan app is not responsible for the manner, time-frame or efficacy for the response of any helpline/alert services provided and any claim/liability arising thereof shall only be against the actual service provider and Kavalan app shall be deemed an 'intermediary service provider' for all legal purposes and claims.

5.3. Kavalan app assumes no responsibility for any damages or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in this site.

5.4. Kavalan app has exerted reasonable efforts to ensure that all information published herein is accurate at the time of posting; however, there may be errors in such information for which we shall have no liability. We reserve the right to remove or alter any of the information contained herein at our sole discretion.

5.5. Kavalan app cannot guarantee the adequacy, currency or completeness of the content herein. Kavalan app does not warrant or endorse the effectiveness, quality or safety of the services available herein.

5.6. Kavalan will make reasonable efforts to keep your account and the Service(s) operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. Kavalan will make reasonable efforts to notify you in advance of any anticipated downtime that will exceed one hour.

Kavalan also reserves the right to modify or discontinue, temporarily or permanently, functions and features of the Application and Service(s) with or without notice. Due to contractual or other limitations, from time to time, some services available in any particular category may no longer be available. Kavalan reserves the right to change or remove services at any time.

Kavalan shall not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Service(s)

5.7. We cannot be held liable for failure to send any notification/reminder in relation to provision of any of the services. We disclaim responsibility for any harm to persons resulting from any instructions or services referred to in the. Kavalan app is strictly an 'intermediary service provider' for all legal purposes and interpretation. We do not warrant that the Kavalan app /mobile application, or its content will meet your requirements.

We may let you view our information and communicate with us through social media services such as Facebook and Twitter. Kavalan app explicitly disclaims any responsibility for the terms of use and privacy policies.

Kavalan app reserves the right to modify or withdraw any part of the or any of its content at any time without notice.

5.8. We take all reasonable care to ensure the availability of the Kavalan app /mobile application 24 hours every day, 365 days per year. However, the mobile application may become temporarily unavailable due to maintenance, server or other technical issues, or for reasons beyond our control. Kavalan app does not warrant uninterrupted access to this /mobile application or any linked mobile application. However, we may, but shall not be obliged to, issue a notice when we know of scheduled maintenance or upgrade of our /mobile application.

5.9. Kavalan app shall not be responsible or liable for any breach or loss of data including personal information caused due to events beyond the control of Kavalan app or any of the service providers herein or due to technical reasons or third party actions

6. Intellectual Property Rights

- 6.1. As per the terms and conditions of Kavalan app /mobile application, it grants access to users/customers to view the content solely for visiting, ordering, and communicating only. All materials contained herein, including, but not limited to, images, illustrations, text, logos and page headers are copyrights, trademarks and/or other intellectual properties owned by Amtex Systems Private Limited. All other trademarks not owned by Kavalan app that appear on this are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Kavalan app.
- 6.2. You hereby agree that you will not reproduce, duplicate or copy the content of Kavalan app's /mobile application for any purpose, unless you have been specifically permitted to do so in a separate agreement with this.

7. User Indemnification

You hereby agree to indemnify, defend, hold harmless Kavalan app/ Inventcare Systems Private limited and its officers, directors, employees, agents, information providers, partners, licensors, advertisers and suppliers from and against all claims, losses, expenses, damages and costs, including reasonable legal fees and costs, resulting from any violation of this agreement, or any activity related to your account, or any information or material you have submitted or will submit to us in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters, and you hereby agree to cooperate fully with us in asserting any available defences.

8. Applicable Law and Jurisdiction

These terms and conditions and your use of this /mobile device and its content will be governed by and construed in all respects in accordance with the laws of India subject to the jurisdictional courts of Chennai and any dispute/claim shall be resolved vide arbitration at Chennai, and sole arbitrator shall be appointed by Kavalan in such event.

9. Termination

You agree that Kavalan app, in its sole discretion and for any or no reason, including without limitation if you breach these terms and conditions, may terminate your access to and use of Kavalan app's /mobile application, at any time. You agree that any termination of your access to the Kavalan app's /mobile application or suspension of your account may be effected without prior notice, and you agree that Kavalan app shall not be liable to you for any such termination. Your right to use Kavalan app's /mobile application immediately ceases upon termination of your access/use of Kavalan app's /mobile application.

10. Updates/Changes

We reserve the right to amend these terms and conditions from time to time without further notice to you. Any such amendments we make shall be effective once we post a revised version of these terms and conditions on Kavalan app's /mobile application. It is your responsibility to review the Kavalan app's terms and conditions regularly. Your continued use of Kavalan app's /mobile application following the publication of any such changes will constitute your agreement to follow and be automatically bound by the amended terms and conditions.

Contact Information

Please contact us for any questions or comments regarding these terms and Conditions.

E-mail: Kavalan@amtexsystems.com

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