

# TERMS OF SERVICE

The Mobile Application (hereinafter defined as Save App) and the Website (hereinafter defined as mysaveapp.com) together defined as a Platform are provided by Century Gate Software Solutions Private Limited, a company incorporated under the laws of the Indian Companies Act having CIN **U72200KL2008PTC022048** with its office at Integra ERP, Cosmopolitan Road, Aswini Junction, Thrissur, Kerala, India. In these Terms of Service, the term "**User**" or "**You**" refers to you, the Person or entity using the Mobile Application, the Website, and/or procuring any goods, service, or product from mysaveapp.com. It is clarified that in the case of a company, partnership, trust, or any other legal entity which uses or accesses the Services or the Save App, "User" shall include such company, partnership, trust, or any other legal entity;

Century Gate Software Solutions Private Limited offers the Mobile Application, Website, platform, and any other services conditioned upon the User's acceptance of all terms, conditions, policies, and notices stated here. By procuring a service from Century Gate Software Solutions Private Limited, or by use of the Mobile Application, Website, or platform, the User agrees to be bound by these terms and conditions ("**Terms of Service**" or "**Terms**"), as applicable, to the use of the Mobile Application, Website, platform and any services provided by Century Gate Software Solutions Private Limited.

Please note that by use of the Mobile Application, Website, and any services provided by Century Gate Software Solutions Private Limited, the User also agrees to be bound by the additional terms and conditions and policies referenced herein and/or available by hyperlink, including without limitation Century Gate Software Solutions Private Limited' Privacy Policy, Acceptable Use Policy, Cancellation and Refund Policy, Referral Policy and other policies of Century Gate Software Solutions Private Limited and the rules applicable to each Century Gate Software Solutions Private Limited Products or Services.

These Terms of Service apply to all users of the Mobile Application, Website, platform, and any services provided by Century Gate Software Solutions Private Limited except as may be specifically agreed otherwise in writing.

Please read these Terms of Service carefully before accessing or using the Mobile Application, Website and any services provided by Century Gate Software Solutions Private Limited. By accessing or using any part of the Mobile Application, Website or by the use of any services provided by Century Gate Software Solutions Private Limited, the User agree to be bound by these Terms of Service. If the User does not agree to all the Terms of Service of this agreement, then the User may not access the Mobile Application, Website, platform or use any products, application, or services provided by Century Gate Software Solutions Private Limited. If these Terms of Services are considered an offer, except as may be specifically agreed otherwise in writing, acceptance is expressly limited to these Terms of Service.

Any new product or services provided by Century Gate Software Solutions Private Limited, or any new features or tools which are added to the Mobile Application and Website shall unless specifically stated otherwise, be subject to these Terms of Service. The User can review the latest version of the Terms of Service at any time on this page. Century Gate Software Solutions Private Limited reserves the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to Century Gate Software Solutions Private Limited's application, website,

or platform. It is the User's responsibility to check the said link periodically for changes. Following the posting of any changes, the User's continued use of or access to the Mobile Application, Website, or any other products or services from Century Gate Software Solutions Private Limited, constitutes acceptance of such revised Terms of Service.

### 1. **Privacy Policy**

These Terms of Service refer to, incorporate, and include the privacy policy of Century Gate Software Solutions Private Limited which sets out the terms on which Century Gate Software Solutions Private Limited processes any personal data Century Gate Software Solutions Private Limited collects from the User, or that the User provides to Century Gate Software Solutions Private Limited. By using the Century Gate Software Solutions Private Limited Products, the User consents to such processing, and the User warrants that all data provided by the User is accurate. The latest version of the Privacy Policy can be accessed at <http://mysaveapp.com/terms/Privacy Policy Save App - mysaveapp.pdf>

### 2. **About us**

The Century Gate Software Solutions Private Limited Products provides access to SAVE.-personal Management App, Integra ERP, business and accounting management software, and online store services through the Mobile Application and Website.

### 3. **Definitions**

Capitalized terms, not defined elsewhere in these Terms of Service, shall mean as follows:

**"Additional Terms"** means the terms and conditions applicable for use of the Apple AppStore / Google Play Store and/or any other platform where the Mobile Application is made available for download;

**"Applicable Laws"** means all applicable (i) statutes, enactments, acts of legislature or parliament, laws, bye-laws, ordinances, rules, regulations, listing agreements, notifications, guidelines, or policies of any applicable jurisdiction; (ii) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or consents of, or agreements with, any Governmental Authority or a recognized stock exchange; and (iii) international tax treaties, as may be in force from time to time;

**"Content"** shall mean any content published, uploaded, shared, distributed, or transmitted by the User on Century Gate Software Solutions Private Limited Products including the products listed on the Store by the User and their descriptions, prices, and any other content uploaded;

**"Governmental Authority"** means any Indian or non-Indian court of competence, arbitral tribunal, legislative, executive or administrative agency or commission or other governmental or regulatory agency or authority or any securities exchange;

**"Fees"** means the fee payable for availing of the Save App/Services, as specified by Century Gate Software Solutions Private Limited.

**“Century Gate Software Solutions Private Limited Products”** means, collectively, the Mobile Application, Website, and any other products provided by Century Gate Software Solutions Private Limited to the Users from time to time;

**“Intellectual Property Rights”** means:

- a. patents, trademarks, trade names, service marks, service names, logos, internet domain names, corporate names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, formulae, processes, trade secrets, proprietary information, rights in knowhow and other intellectual property rights, in each case, whether registered or not and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- b. rights under licenses, consents, order or statutes or otherwise in relation to a right under paragraph (a);
- c. rights of the same or similar effect or nature as or to those under paragraph (a) and (b) which now or in the future may subsist;
- d. the right to sue for past infringements or any of the foregoing rights.

**“Mobile Application”** means the mobile applications developed by Century Gate Software Solutions Private Limited for availing the Services;

**“Person”** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable law;

**“Services”** means the personal management app, business and accounting management, and online store services provided by Century Gate Software Solutions Private Limited to users through the Mobile Application, Website, and any other Century Gate Software Solutions Private Limited from time to time;

**“Website”** means the website or web links provided by Century Gate Software Solutions Private Limited for availing the Services.

#### 4. **Changes to the Terms of Service**

##### 4.1.

Century Gate Software Solutions Private Limited may revise these Terms of Service at any time by amending this page. The User must check this page from time to time to take notice of any changes made to these Terms, as they are binding on the User.

##### 4.2.

Century Gate Software Solutions Private Limited may, without prior notice, change the Services of the Century Gate Software Solutions Private Limited; add or remove functionalities or features; stop providing the Services of the Century Gate Software Solutions Private Limited Products, or features of the Services or the Century Gate Software

Solutions Private Limited Products, to the Users (specifically and generally); or create usage limits for the Services or the Century Gate Software Solutions Private Limited Products.

## **5. Acceptance of the Terms of Service**

### **5.1.**

The User agrees that the User shall be bound by these Terms by accessing or using the Century Gate Software Solutions Private Limited Products, or by otherwise availing of the Services from Century Gate Software Solutions Private Limited. If the User does not accept these Terms of Service, the User shall not open an account for availing of the Services or using the Century Gate Software Solutions Private Limited Products.

### **5.2.**

For the User's use of the Century Gate Software Solutions Private Limited's Products and Services, Century Gate Software Solutions Private Limited grants the User a limited, non-exclusive, non-transferable right to install and/or use the Century Gate Software Solutions Private Limited Products. However, the User shall not copy the Century Gate Software Solutions Private Limited Products or any of its components.

### **5.3.**

Century Gate Software Solutions Private Limited also grants the User a non-exclusive, non-transferable license to access such content on the Century Gate Software Solutions Private Limited Products which is owned by Century Gate Software Solutions Private Limited. For using any content owned by a third-party Person, the User still requires a license from such third-party Person (including, without limitation, the Software Providers), and Century Gate Software Solutions Private Limited does not license such content to the User and the User's use of content owned by a third party Person, including any content owned by the Software Providers, is governed by applicable terms and conditions prescribed by such third party Person.

## **6. Conditions for use**

### **6.1.**

By agreeing to these Terms of Service, a User (which a such User is a natural Person) represents that the User is at least the age of majority i.e. 18 years, and is competent to contract. Additionally, where the User is registering on behalf of and is the authorized representative of, a company, partnership, or any other legal entity, such User has been duly authorized by such entity and is permitted under Applicable Laws to accept these Terms of Service. The User represents and warrants that the User has the full power and authority to accept the Terms of Service, access the Century Gate Software Solutions Private Limited Products, and use the Services provided by Century Gate Software Solutions Private Limited, under these Terms of Service and that these Terms of Service are binding upon the User and

enforceable in accordance with their terms. All Services by Century Gate Software Solutions Private Limited are governed by these Terms of Service. Where the Services are availed by a company, partnership, or any other legal entity, the User represents and warrants that the entity has the full power and authority to accept the Terms of Service and such Terms of Service shall bind such company, partnership, or any other legal entity, as applicable.

6.2.

In case Century Gate Software Solutions Private Limited alters or amends the eligibility criteria to be registered for receiving the Services and the User no longer complies with the new eligibility criteria, as determined by Century Gate Software Solutions Private Limited in its sole discretion, the User accepts that Century Gate Software Solutions Private Limited may restrict or suspend the access to the Services without any liability for Century Gate Software Solutions Private Limited. The User is solely responsible for ensuring that the User is in compliance with these Terms of Services

6.3.

Please note that the Century Gate Software Solutions Private Limited Products will be also subject to the Additional Terms and the terms of use of the Software, as applicable. If there is any conflict between the Additional Terms, the terms of use of the Software, and these Terms of Service with respect to a User's use of the Century Gate Software Solutions Private Limited Products, then, these Terms of Service shall prevail.

6.4.

The User agrees that the User shall, as required or instructed by Century Gate Software Solutions Private Limited, update the Century Gate Software Solutions Private Limited Products (if so required) and/or any device to operate the Century Gate Software Solutions Private Limited Products, as may be instructed by Century Gate Software Solutions Private Limited.

6.5.

The User shall co-operate with Century Gate Software Solutions Private Limited and its officers, representatives, directors, and agents and render assistance to Century Gate Software Solutions Private Limited in the integration of the Century Gate Software Solutions Private Limited Products, if so required by Century Gate Software Solutions Private Limited, for the purpose of enabling and providing the Services.

6.6.

The User shall ensure that there are proper security measures at its respective Desktop, mobile device, or other device used to access the Century Gate Software Solutions Private Limited Products to prevent any hacking and the User accepts all liabilities with respect to any compromise or unauthorized use or disclosure or access to such information.

## 7. **Availability of the Services of the Century Gate Software Solutions Private Limited Products**

#### 7.1.

The User may not use the Services or the Century Gate Software Solutions Private Limited Products for any illegal or unauthorized purpose nor may the User, in the use of the Century Gate Software Solutions Private Limited Products, violate any Applicable Laws (including but not limited to copyright laws). Century Gate Software Solutions Private Limited reserves the right to refuse or discontinue the Services of the Century Gate Software Solutions Private Limited Products to anyone for any reason at any time.

#### 7.2.

The User agrees and understands that certain features and services on the Century Gate Software Solutions Private Limited Products are paid only and can be accessed on payment of the Fee. For accessing such paid-only features and services, the User agrees and undertakes to pay the Fee, as displayed on the Century Gate Software Solutions Private Limited Products. The User agrees and accepts that Century Gate Software Solutions Private Limited has arrangements with authorized affiliates, banks, financial institutions, and payment processors for the collection of the Fees and the User shall strictly adhere to the terms of such authorized affiliates, banks, financial institutions, and payment processors with respect to the payment of Fees. In case Century Gate Software Solutions Private Limited or its authorized affiliates, banks, financial institutions, and payment processors are unable to collect the Fees from the User for any reason whatsoever, including, without limitation, on account of any technical malfunction, the User agrees and undertakes to promptly pay the Fees to Century Gate Software Solutions Private Limited or its authorized affiliates, banks, financial institutions, and payment processors. In case of the non-payment of the Fees, Century Gate Software Solutions Private Limited reserves the right to discontinue the paid-only Services and/or restrict the User's access to the paid-only features and services on Century Gate Software Solutions Private Limited Products.

#### 7.3.

The Fees for the Services or any other services provided by Century Gate Software Solutions Private Limited, as displayed on the Century Gate Software Solutions Private Limited Products, are subject to change. Century Gate Software Solutions Private Limited reserves the right to modify the Fee at any time with a notification to the User. In case of the User's continued use of the Century Gate Software Solutions Private Limited Products, it shall be deemed that the User has accepted such revised Fees.

#### 7.4.

The User agrees to promptly update the User's account and other information required by Century Gate Software Solutions Private Limited, including the User's email address, mobile number, personal details, and details of a User's payment instrument, in connection with the provision of the Services. The User undertakes to provide all such information, documents, and data as may be required or instructed by Century Gate Software Solutions Private Limited for the use of the Services.

#### 7.5.

The User will be required to set up an account with Century Gate Software Solutions Private Limited on the Century Gate Software Solutions Private Limited Products for the use of the Services. The User will be required to provide personal details, login information, a password, and other information required by Century Gate Software Solutions Private Limited in connection with the setup of the account. In case of any inaccuracy or material omission in the information provided by the User to Century Gate Software Solutions Private Limited, Century Gate Software Solutions Private Limited reserves the right to discontinue the provision of the Services or prevent the User's right to access the Century Gate Software Solutions Private Limited Products.

7.6.

The User hereby grants Century Gate Software Solutions Private Limited the right to access all information, data, and details stored or available on the Software, including, without limitation, any Confidential Information, that is required or necessary for Century Gate Software Solutions Private Limited for the provision of the Services. The User agrees and accepts that Century Gate Software Solutions Private Limited may store, transfer, process, and utilize the information, data, and details of the User, including, without limitation, any Confidential Information, in connection with the provision of Services, including without limitation, store such information, data and details in the servers of Century Gate Software Solutions Private Limited.

## 8. **Restrictions on the use of the Century Gate Software Solutions Private Limited Products**

8.1.

Century Gate Software Solutions Private Limited provides the SAVE App. and Integra branded Software Products for use by the Users for availing the Services that are provided by Century Gate Software Solutions Private Limited. The User agrees that the User shall not use the Century Gate Software Solutions Private Limited Products or the Services in any manner inconsistent with these Terms of Service, the terms and conditions of the Software Providers, or in breach of Applicable Laws.

8.2.

The availability of the Century Gate Software Solutions Private Limited Products or the Services is subject to the maintenance of an active computer / mobile phone, electricity, internet connection, and other utilities or infrastructure, as may be necessary. The User is solely responsible for all liability arising from the unavailability of the Century Gate Software Solutions Private Limited Products, or the Services due to a deficient or defective computer / mobile handset or the internet service provider not being able to support the Century Gate Software Solutions Private Limited Products or the lack of an electricity connection or any other utility or infrastructure which prevents the use of the Century Gate Software Solutions Private Limited, or the availability of the Services.

8.3.

The User shall be solely responsible for the confidentiality, safety, and security of the user account opened by the User. The User shall be the sole owner of the password and shall be responsible for the consequences arising out of disclosure of the password and/or the unauthorized use of the User's account. In case the password is lost or misplaced, the User shall promptly inform Century Gate Software Solutions Private Limited. In case the username and the password associated with the User's account is lost/stolen/misplaced/hacked/no longer in the User's control, The User shall promptly inform Century Gate Software Solutions Private Limited. Century Gate Software Solutions Private Limited will upon receipt of such information block the relevant account.

#### 8.4

The User shall not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Century Gate Software Solutions Private Limited Products or any component or content thereof, available to any third parties prior to the without the written consent of Century Gate Software Solutions Private Limited.

#### 8.5.

The User shall not, directly or indirectly, attempt to exceed the scope of authorized access to the Century Gate Software Solutions Private Limited Products, account information, or other areas of the Century Gate Software Solutions Private Limited Products or solicit passwords, transfer any part of Your account to any third party.

#### 8.6.

The User shall not circumvent or disable any digital rights management, usage rules, or other security features of Century Gate Software Solutions Private Limited Products; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Century Gate Software Solutions Private Limited Products; and not use the Century Gate Software Solutions Private Limited Products in a manner that threatens the integrity, performance, or availability of the Century Gate Software Solutions Private Limited Products.

#### 8.7.

Without limiting the foregoing, the User agrees that the User shall not use the Century Gate Software Solutions Private Limited Products, or the Services to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:

- a. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- b. infringes any patent, trademark, copyright, or other proprietary rights;
- c. contains viruses, corrupted files, or any other similar software or programs that is designed to interrupt, destroy or that may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's



- computer, its websites, any software or hardware, or telecommunications equipment;
- d. is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
  - e. falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
  - f. violates any law for the time being in force;
  - g. belongs to another Person to which the User does not have any right to;
  - h. interferes with or disrupts the Century Gate Software Solutions Private Limited Products or other websites, servers, or networks;
  - i. impersonate any other person;
  - j. harms minors in any way;
  - k. forges headers or manipulates identifiers or other data in order to disguise the origin of any content transmitted through its websites or to manipulate the User's presence on its websites;
  - l. engages in any illegal activities;
  - m. defame Century Gate Software Solutions Private Limited, the Software Providers, and their employees, officers, directors, agents, partners, and service providers, including without limitation, by posting any defamatory content on any social media;
  - n. threatens the unity, integrity, defense, security, or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognizable offense, or prevents the investigation of any offense or insults any other nation.

#### 8.8.

The User shall not attempt to or engage in any activity that may:

- o. reverse engineer, decompile, or otherwise extract the source code related to the Century Gate Software Solutions Private Limited Products or the Software or any part thereof unless it is expressly permitted by Century Gate Software Solutions Private Limited to the User in writing or is required by the Applicable Law;
- p. use any robot, spider, retrieval platform, or another device to retrieve or index any portion of the Century Gate Software Solutions Private Limited Products, Software or content thereof;
- q. collect information about other Users for any illegal or unlawful purpose;
- r. create any User accounts by automated means or under false or fraudulent pretenses for using the Century Gate Software Solutions Private Limited Products;
- s. transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature through the Century Gate Software Solutions Private Limited Products;
- t. use the Century Gate Software Solutions Private Limited Products in any manner that could damage, disable, overburden, impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems, or resources connected to any of the servers connected, directly or indirectly to the Century Gate Software Solutions Private Limited Products, or interfere with any other third party Person's use and enjoyment of the Century Gate Software Solutions Private Limited;
- u. carry out any denial of service (DoS, DDoS) or any other harmful attacks on the Century Gate Software Solutions Private Limited Products or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make,

or attempt any unauthorized access to the Century Gate Software Solutions Private Limited Products or any part of the Century Gate Software Solutions Private Limited Products or any other User of the Century Gate Software Solutions Private Limited Products;

8.9.

The User shall not use the Century Gate Software Solutions Private Limited Products or the Services for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, or public policy or for any purpose that might negatively prejudice the goodwill of Century Gate Software Solutions Private Limited or violate the Terms of Service.

8.10.

The User agrees and accepts that the use of Century Gate Software Solutions Private Limited Products is subject to the Acceptable Use Policy, which is incorporated into these Terms of Service by reference. The Acceptable Use Policy may be updated from time to time and it is the responsibility of the User to keep updated about any changes. Any restrictions under the Acceptable Use Policy shall be in addition to and not in derogation with these Terms of Service. The Acceptable Use Policy is available at <http://mysaveapp.com/index.php/web/memTerms1>

## 9. Century Gate Software Solutions Private Limited's rights

9.1.

Century Gate Software Solutions Private Limited reserves the right to suspend/discontinue the Century Gate Software Solutions Private Limited Products, Services, and any other products/services to the User and/or to sever its relationship with the User at any time, for any cause, including, but not limited, to the following:

- a. For any suspected violation of the rules, regulations, orders, directions, notifications, laws, or statutes, from time to time or for any violation of the terms and conditions mentioned in these Terms of Service.
- b. For any suspected discrepancy in the particular(s), documentation or information provided by the User;
- c. To combat potential fraud, sabotage, wilful destruction, a threat to national security, for any other force majeure reasons etc.;
- d. If the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
- e. If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
- f. If the User does not have control over the User's login details and password or the User's account is compromised in any other manner;
- g. If the User indulges in any abusive or aggressive or threatening behavior or any act or any intimidation or harassment of any kind (be it verbal or physical or written) against any employee/representative / agent of Century Gate Software Solutions Private Limited or any other User; and

- h. If Century Gate Software Solutions Private Limited believes, in its reasonable opinion, that cessation/ suspension is necessary.

## **10. Accuracy of information**

### **10.1.**

Century Gate Software Solutions Private Limited is not responsible if information made available on the Century Gate Software Solutions Private Limited Products (including any information in relation to the Services) is not accurate, complete, or current. The material on the Century Gate Software Solutions Private Limited Product 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 Century Gate Software Solutions Private Limited Product (including any information in relation to the Products) is at the User's own risk.

### **10.2.**

The Century Gate Software Solutions Private Limited Products may contain certain historical information. Historical information necessarily is not current and is provided for the User's reference only. Century Gate Software Solutions Private Limited reserves the right to modify the contents of the Century Gate Software Solutions Private Limited Product at any time, but Century Gate Software Solutions Private Limited has no obligation to update any information on the Century Gate Software Solutions Private Limited Products. The User agrees that it is the User's responsibility to monitor changes to the Products or any other information provided in connection with the Services.

### **10.3**

Century Gate Software Solutions Private Limited undertakes no obligation to update, amend or clarify information on the Century Gate Software Solutions Private Limited Products or on any related website, or in relation to the Services, including without limitation, pricing information, except as required by Applicable Laws. No specified update or refresh date applied in the Century Gate Software Solutions Private Limited Product or on any related website, should be taken to indicate that all information in the Century Gate Software Solutions Private Limited or on any related website has been modified or updated.

## **11. Warranties**

### **11.1.**

No warranty of any kind implied, express, or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with Century Gate Software Solutions Private Limited Product or any data/content, including without limitation, the Services. While Century Gate Software Solutions Private Limited may apply such technology as it deems fit to ensure the security of and prevent unauthorized access to its products/services, Century Gate Software Solutions Private Limited does not warrant that products/services or any content/data will be provided uninterrupted or free from errors or that any identified defect will be immediately corrected. Further, no warranty is given that products/services or any data/content are free from any computer virus or other malicious, destructive or corrupting code, agent, program, or macros. Century Gate Software Solutions Private Limited provides the Century Gate Software Solutions Private Limited Products, the Services, and other products/services an "as is", "where is", "with all faults" basis.

#### 11.2.

The User acknowledges that he/she has not solely relied on any representation/warranty made by Century Gate Software Solutions Private Limited or its service providers, subcontractors, or agents and has made an independent assessment of Century Gate Software Solutions Private Limited Products, Century Gate Software Solutions Private Limited's products/services, including without limitation, the Century Gate Software Solutions Private Limited Products. It is the User's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, merchandise, and other information provided through the Century Gate Software Solutions Private Limited Products or on the Internet generally.

**ALL OTHER WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR USAGE OR FOR THE INTENDED USE THEREOF ARE EXPRESSLY EXCLUDED IN CONNECTION WITH THE USE OF THE Century Gate Software Solutions Private Limited PRODUCTS OR SERVICES.**

## 12. Exclusions of liability

### 12.1.

Notwithstanding anything to the contrary, Century Gate Software Solutions Private Limited, its successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives shall in no event be liable to the User or any other Person for:

- a. any indirect, incidental, special, consequential, punitive, or economic loss, expense, or damage arising from or in connection with any access, use, or the inability to access or use Century Gate Software Solutions Private Limited Products, the Services, or any other products/services of Century Gate Software Solutions Private Limited and data/content or reliance on those, including without limitation, in case of the Services, the Century Gate Software Solutions Private Limited Products,

howsoever caused and regardless of the form of action (including tort or strict liability);

- b. any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; and/or
- c. any loss or damage arising as a result of a disclosure/sharing or hacking of the User's login details and password, and any improper usage, failure or malfunction of any computer or mobile phone, unavailability of an electricity connection, other telecommunications equipment, any other services or equipment necessary to access Century Gate Software Solutions Private Limited products and services, including without limitation, the Services, the Century Gate Software Solutions Private Limited products.

## 12.2.

Century Gate Software Solutions Private Limited shall not be liable for any inconvenience, loss, cost, damage, or injury suffered by the User or any third Person arising from or caused by:

- d. act or omission of any third party including but not limited to any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers, and internet access providers), or any agent or subcontractor of any of the foregoing;
- e. the use of Century Gate Software Solutions Private Limited products and services, including without limitation, the Services, the Century Gate Software Solutions Private Limited Products by third Persons, whether authorized or unauthorised by the User;
- f. theft or loss of the User's computer, mobile phone, the User's data, the User's login details and password, hardware and/or equipment on which the Century Gate Software Solutions Private Limited Products are accessed or operated;
- g. the User being deprived of the use of the Century Gate Software Solutions Private Limited Product as a consequence of any act or omission by Century Gate Software Solutions Private Limited for any reason including but not limited to compliance with any applicable laws and/or regulations and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

## 12.3.

Century Gate Software Solutions Private Limited shall make all best efforts to provide uninterrupted services subject to downtime and regular maintenance. Notwithstanding anything in these Terms of Service, the User acknowledges that the Century Gate Software Solutions Private Limited Products and the Services may not be uninterrupted or error-free or free from any virus or other malicious, destructive or corrupting code, program, or macro. Century Gate Software Solutions Private Limited shall adopt all such best technical and non-technical security measures that it considers are appropriate and are the same as that is prevalent in the industry to render the Services, however, Century Gate Software Solutions Private Limited does not guarantee that such security measures cannot be subverted to gain unauthorized access. In the event of an interruption to the Services or loss of use and/or access to the Century Gate Software Solutions Private Limited Products, Century Gate

Software Solutions Private Limited shall be to use its best endeavour's to restore the Services and/or access to the Century Gate Software Solutions Private Limited Products as soon as reasonably possible.

#### 12.4.

Century Gate Software Solutions Private Limited is not responsible for any Content uploaded by the User on the Century Gate Software Solutions Private Limited Products. Century Gate Software Solutions Private Limited is not responsible for any direct or indirect damages or losses caused to the User, including without limitation, lost profits, business interruption or other loss resulting from the use of or reliance in any way on anything available on the Century Gate Software Solutions Private Limited Products. It is solely the User's responsibility to evaluate the accuracy, reliability, completeness, and usefulness of information and content available on the Century Gate Software Solutions Private Limited Products that are used by the User.

### 13. **Third-party services**

#### 13.1.

Century Gate Software Solutions Private Limited may provide the User with access to third-party tools and services and certain content, products, and services available by Century Gate Software Solutions Private Limited may include materials from third parties that Century Gate Software Solutions Private Limited neither monitor nor have any control over. Third-party links on the Century Gate Software Solutions Private Limited Product may direct the User to third-party websites that are not affiliated with Century Gate Software Solutions Private Limited.

#### 13.2.

The User acknowledges and agrees that Century Gate Software Solutions Private Limited provides access to such links, website, tools, and services "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement and Century Gate Software Solutions Private Limited does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any materials, products, or services of third-parties. Century Gate Software Solutions Private Limited shall have no liability whatsoever arising from or relating to the User's use of optional third-party tools and services. The User is requested to review the third-party's policies and practices carefully and make sure that the User understands them. Complaints, concerns, or questions regarding third-party products should be directed to the third party.

### 14. **Viruses**

#### 14.1.

The User will be responsible for the introduction of any viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. The User shall not attempt to gain unauthorized access to the Century Gate Software Solutions Private Limited Products, the server on which the Century Gate Software Solutions Private Limited Products is stored, or any server, computer, or database connected to the Century Gate Software Solutions Private Limited Products. By breaching this provision, the User would commit a criminal offense under the Information Technology Act, 2000. Century Gate Software Solutions Private Limited will report any such breach to the relevant law enforcement authorities and the Century Gate Software Solutions Private Limited will cooperate with such Governmental Authorities by disclosing the User's identity to them. In the event of such a breach, the User's right to use the Century Gate Software Solutions Private Limited Products and the Services will cease immediately.

#### 14.2.

Century Gate Software Solutions Private Limited will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack, or other technologically harmful material that may infect the User's computer equipment, computer programs, data, or other proprietary material due to the User's use of the Century Gate Software Solutions Private Limited Products or the User's downloading of any information and contention it, or on any website linked to it.

#### 14.3.

The User should use the User's own virus protection software. Century Gate Software Solutions Private Limited cannot and does not guarantee or warrant that files available for downloading from the Century Gate Software Solutions Private Limited Products will be free of infection by viruses, worms, trojan horses, or other code that manifests contaminating or destructive properties.

### 15. **Cancellation and refunds**

The User's cancellation of subscription of Century Gate Software Solutions Private Limited Products and applicable refunds shall be governed by Century Gate Software Solutions Private Limited Cancellation and Refund Policy available at <http://mysaveapp.com/terms/Cancellation and Refund Policy - mysaveapp.pdf>

### 16. **Intellectual property**

#### 16.1.

All Intellectual Property Rights in the Century Gate Software Solutions Private Limited Products or the Services belong to Century Gate Software Solutions Private Limited or the applicable third-party owner of such rights, including without limitation, the Software

Providers. Nothing in these Terms of Service shall operate to transfer any Intellectual Property Rights beyond the specific licenses, as may be specifically agreed in writing. Century Gate Software Solutions Private Limited retains ownership of all rights, title, and interest in any and all Intellectual Property Rights developed, owned, licensed, or created by Century Gate Software Solutions Private Limited.

#### 16.2.

No part or parts of the Century Gate Software Solutions Private Limited Products may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without Century Gate Software Solutions Private Limited prior written permission. The User may view, print or use Century Gate Software Solutions Private Limited's product content for personal, non-commercial use only, provided further that the User does not modify the content and that the User retains all copyright notices and other proprietary notices contained in the content.

#### 16.3.

The User shall not claim any rights or interest in the Intellectual Property Rights of SAVE App or in connection with any other services, features, or products offered by SAVE App to the User, including without limitation, the SAVE App Products or the Services. In no event shall the User alter, tamper, vary, modify, change, disassemble, decompile, or reverse engineer any Intellectual Property Rights of SAVE App (including without limitation any Intellectual Property Rights licensed to the Company by any other Person) (collectively, "IP Property"), or permit others to do so. Altering, tampering, varying, modifying, changing, disassembling, decompiling, and reverse engineering include, without limitation:

- a. converting the IP Property from a machine-readable form into a human-readable form;
- b. disassembling or decompiling the IP Property by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof;
- c. examining the machine-readable object code that controls the IP Property's operation and creating the original source code or any approximation thereof by, for example, studying the IP Property's behavior in response to a variety of inputs;
- d. performing any other activity related to the IP Property that could be construed to be reverse engineering, disassembling, or decompiling; or
- e. making any alteration or change to the IP Property without the express prior written consent of Century Gate Software Solutions Private Limited.

## 17. Content

#### 17.1.



Century Gate Software Solutions Private Limited does not claim any Intellectual Property Rights over the Content You provide on the website. All rights to the Content a User uploads remain with the User.

## **18. Indemnification**

The User agrees to indemnify, defend and hold harmless Century Gate Software Solutions Private Limited, the Software Providers and their respective parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees ("**Indemnified Parties**"), from all claims, demands, losses, costs, fees suffered or incurred by the Indemnified Parties due to or arising out of the User's breach of these Terms of Service or the documents they incorporate by reference or the User's violation of any law or the rights of a third party.

The User shall indemnify, defend and hold harmless the Indemnified Parties (whether or not arising out of third-party claims) from all claims, demands, losses, costs, fees suffered or incurred by the Indemnified Parties due to or arising out of a) any Content posted by User on the Century Gate Software Solutions Private Limited Products; b) any non-performance by User or breach of any contract or transaction with their customers through any Century Gate Software Solutions Private Limited Products; c) breach of data privacy and confidentiality obligations; or d) fraud, wilful misconduct or gross negligence or (e) any third party claims due to the Content posted by the User or use of the Century Gate Software Solutions Private Limited in violation of these Terms of Service by the User.

## **19. Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **20. Waiver**

If Century Gate Software Solutions Private Limited does not exercise a right under these Terms of Service, shall not constitute a waiver of such right. Waiver of any right, remedy, or breach of any subject matter contained in these Terms of Service shall not be viewed as a waiver by Century Gate Software Solutions Private Limited unless specifically agreed by Century Gate Software Solutions Private Limited in writing.

## **21. Force Majeure**

### **21.1.**

For purposes of these Terms of Service, "**Force Majeure Event**" means any event or circumstance, regardless of whether it was foreseeable (including without limitation an act of war, hostility, or sabotage; the act of God; pandemic, epidemic electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); criminal, revolutionary, or terrorist activity), that: (a) was not caused by a party and, (b) prevents that

party from complying with any of its obligations pursuant to these Terms of Service (other than an obligation to pay money) or provision of the Services.

21.2.

If a Force Majeure Event occurs, the party that is prevented from performing (the **“Nonperforming Party”**) will be excused from performing those obligations rendered unperformable by the Force Majeure Event. Upon the occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of the occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance pursuant to these Terms of Service.

## **22. Relationship of the parties**

The User agrees that no joint venture, partnership, employment, or agency relationship exists between the User and Century Gate Software Solutions Private Limited as a result of these Terms of Service, the User's use of the Century Gate Software Solutions Private Limited Products, or the availing of Services from Century Gate Software Solutions Private Limited.

## **23. Assignment**

The User shall not assign or transfer the rights and obligations of the User under these Terms of Service, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control, or operation of law, without Century Gate Software Solutions Private Limited's prior written consent. Century Gate Software Solutions Private Limited may assign or transfer the rights and obligations contained in these Terms of Service to any Person.

## **24. Governing law and jurisdiction**

- a. These Terms of Service will be governed by the laws of India without any application of conflict of laws principles.
- b. In case of any differences, disputes, or disagreements between the User and Century Gate Software Solutions Private Limited (**“Dispute”**), the User and Century Gate Software Solutions Private Limited shall attempt to amicably resolve such dispute within 30 days from the date on which such Dispute arose.
- c. In case the User and Century Gate Software Solutions Private Limited are unable to amicably resolve the Dispute within 30 days from the date on which such Dispute arose, the Dispute may, at the option of the User or Century Gate Software Solutions Private Limited, be referred to arbitration by a sole arbitrator appointed by Century Gate Software Solutions Private Limited. The seat of arbitration shall be Thrissur, Kerala and the language of the arbitration shall be English. The award of the sole arbitrator shall be final and binding on the User and Century Gate Software Solutions Private Limited.

## 25. Confidentiality

For the purposes of this Terms of Service, the term “**Confidential Information**” shall mean and include all tangible and intangible information obtained, developed or disclosed or accessed including all documents, data papers and statements, and trade secrets of the User relating to its business practices and considered to be confidential and proprietary information. Century Gate Software Solutions Private Limited shall strictly safeguard Confidential Information and shall take all the necessary action to protect it against misuse. Century Gate Software Solutions Private Limited shall be entitled to disclose the Confidential Information where:

- a. Where such Confidential Information is in or enters the public domain without Century Gate Software Solutions Private Limited’s default;
- b. Where such Confidential Information is known to Century Gate Software Solutions Private Limited at the time of the first receipt, or thereafter becomes known to the Century Gate Software Solutions Private Limited prior to such disclosure without similar restrictions from a source other than the User, as evidenced by written records;
- c. Where such Confidential Information is disclosed to employees, consultants, auditors, advisors, and shareholders of the Party who are under a duty of confidentiality, or pursuant to Applicable Law or order of any Governmental Authority;
- d. Where such Confidential Information is required to be disclosed to partners of Century Gate Software Solutions Private Limited for the provision of Services (including, without limitation, any services to be provided by the partners).
- e. Where such Confidential Information is required to be disclosed in compliance with the Applicable Laws.

In case the User comes into possession of any Confidential Information of Century Gate Software Solutions Private Limited the User shall safeguard the same and shall not disclose such Confidential Information without the prior written consent of Century Gate Software Solutions Private Limited.

## 26. Contact Information

26.1.

Questions about these Terms of Service shall be sent to Century Gate Software Solutions Private Limited at [mail@mysaving.in](mailto:mail@mysaving.in) Any notices to Century Gate Software Solutions Private Limited in connection with the Century Gate Software Solutions Private Limited Products or these Terms of Service must be sent to the details given below:

Century Gate Software Solutions Private Limited  
Integra ERP, Cosmopolitan Road,  
Thrissur, Kerala - 680020  
India

26.2.

Notice shall be sent to the contact address set forth here (as such may be changed by notice given to the other party), and shall be deemed delivered as of the date of actual receipt.

26.3.

Century Gate Software Solutions Private Limited may give telephonic notice to the User by calls to appropriate numbers, by message to the telephone number, or by an email to the email address of the User available on record with Century Gate Software Solutions Private Limited. The Users agree that in case there are any changes in any information provided by the User to Century Gate Software Solutions Private Limited, including the User's phone number, e-mail address, and other contact details, the User will be solely responsible to update them regularly. The User agrees that all agreements, notices, disclosures, and other communications that Century Gate Software Solutions Private Limited provide to the User electronically satisfy any legal requirement that such communications be in writing. If Century Gate Software Solutions Private Limited sends any communication by e-mail or to the User's phone number, it shall be sent to the User's e-mail address or phone number available on the records created by the User on the Century Gate Software Solutions Private Limited Products and it shall be deemed to have been received by the User once it is reflected as sent in the outbox of the Century Gate Software Solutions Private Limited e-mail id or at the time of dispatch of the message.

## **27. Cumulative rights**

The rights and remedies of Century Gate Software Solutions Private Limited provided in this Terms of Service are not exclusive, but are cumulative upon all other rights and remedies to the full extent allowed by law.

## **28. Cancellation and Termination**

28.1.

You may cancel your account and terminate the Terms of Service at any time by contacting Century Gate Software Solutions Private Limited support and then following the specific instructions indicated to you in Century Gate Software Solutions Private Limited's response.

28.2.

Upon termination of the Services by either party for any reason:

- a. Century Gate Software Solutions Private Limited will cease providing You the Services and You will no longer be able to access your account;
- b. Unless otherwise provided in the Terms of Service, You will not be entitled to any refunds of any Fees, pro rata or otherwise;
- c. Any outstanding Fee owed to Century Gate Software Solutions Private Limited for your use of the paid-only Services through the effective date of such termination will immediately become due and payable in full.

28.3.

Century Gate Software Solutions Private Limited reserves the right to modify or terminate the Century Gate Software Solutions Private Limited Products, the Terms of Service and/or Your account for any reason, without notice at any time. Termination of the Terms of Service shall be without prejudice to any rights or obligations which arose prior to the date of termination.

**29. Entire understanding**

These Terms and Conditions constitute the entire agreement between Century Gate Software Solutions Private Limited and the User pertaining to the subject matter hereof and supersedes in their entirety all written or oral agreements between the Century Gate Software Solutions Private Limited and the User.