

## **WEBSITE TERMS OF USE**

**Effective April 20, 2022**

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PLEASE READ CAREFULLY THESE TERMS (AND THEIR INCLUDED LINKED INFORMATION, SUCH AS OUR PRIVACY POLICY WHICH IS HEREBY INCORPORATED BY REFERENCE). BY ACCESSING, BROWSING OR USING THE WEBSITE, YOU ACKNOWLEDGE AND REPRESENT THAT YOU (i) HAVE READ THESE TERMS AND THE PRIVACY STATEMENT, (ii) UNDERSTAND THEM, (iii) ACCEPT AND AGREE TO BE BOUND BY THEM, (iv) ARE ABLE TO FORM LEGALLY BINDING CONTRACTS, AND (v) AGREE TO COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO YOU, TO THE USE OF THE WEBSITE, AND/OR THE INTERNET. IF YOU ARE USING THE WEBSITE ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT ENTITY TO THESE WEBSITE TERMS OF USE.

In addition, certain portions of the Website may be subject to additional terms of use that we make available for your review or otherwise link to that portion of the Website to which such additional terms apply. By using such portions, or any part thereof, you agree to be bound by the additional terms of use applicable to such portions. In the event that any of the additional terms of use governing such portion conflict with these terms, the additional terms will control.

### **ACCESS TO WEBSITE**

The Website may be accessed and used only by persons who are 18 years or older, are of sound mind and not otherwise disqualified by law to contract. If it is brought to our notice or if it is discovered that you are using the Website or have created an Account (as defined hereinafter) by falsifying information, misrepresentation, fraud, or other unlawful means, you are to immediately cease usage of the Website and if any Account has been created by you, such Account shall be void ab-initio without any further action by us. Navipoint, in such cases and at its sole and absolute discretion may initiate appropriate legal and punitive action against You.

## **OWNERSHIP**

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## **RIGHT TO MODIFY THE WEBSITE**

We reserve the right to modify or discontinue the Website, in whole or in part, with or without notice to you. Information may be changed or updated without notice. Navipoint may also make improvements and/or changes in the products and/or the programs described in the Website at any time without notice. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Website. If you object to any such changes, your sole recourse will be to cease access to the Website. Continued access to the Website following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Website as so modified.

## **PRIVACY**

Your personal information will be treated in accordance with our Privacy Policy. IF YOU ACCESS THE WEBSITE, YOU AGREE THAT YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY AND HAVE RECEIVED AND REVIEWED OR NOTICE OF PRIVACY PRACTICES. IF YOU DO NOT AGREE TO HAVE YOUR INFORMATION USED IN ANY OF THE WAYS DESCRIBED IN THE NOTICE OF PRIVACY PRACTICES OR PRIVACY POLICY, YOU MUST DISCONTINUE ACCESS TO THE WEBSITE IMMEDIATELY.

## **ACCOUNT**

If you choose to create an account (“Account”), you represent and warrant to us that all information you provide to us is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep it true, accurate, current and complete. If we believe or suspect that such information is untrue, inaccurate, not current, or incomplete, we may deny or terminate your access to the Website (or any portion thereof). When you set up an Account, you are required to select a User ID (which may be an email address) and a password. You may not transfer or share your User ID and password with any third parties. You are solely responsible for maintaining the confidentiality of your Account log-in information, including but not limited to taking steps to prevent unauthorized access by safeguarding your log-in information. You are solely responsible for any and all use of your Account and all activities that occur through your Account.

## **RESTRICTIONS ON USE**

You agree not to, and represent and warrant that you will not, reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, or access to the Website for any purposes other than for your internal business purposes, or do any of the following:

1. host, display, upload, modify, publish, transmit, update or share any information that:
  - a. belongs to another person and to which You do not have any right(s) to;
  - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, 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 whatever;
  - c. harm minors in any way;
  - d. infringes any patent, trademark, copyright or other proprietary rights;
  - e. violates any law for the time being in force;
  - f. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - g. impersonate another person;

- h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or
  - i. threatens the unity, integrity, defense, security or sovereignty of the United States, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- 2. use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. Such activity at our absolute discretion shall be barred;
- 3. attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means;
- 4. probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website;
- 5. make any negative, denigrating or defamatory statement(s) or comment(s) about us or the brand name or domain name used by us including the terms Navipoint or otherwise engage in any conduct or action that might tarnish the image or reputation, of Navipoint or its channel partner(s) or its business partner(s) or partner laboratories or otherwise tarnish or dilute any Navipoint's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Navipoint's systems or networks, or any systems or networks connected to Navipoint;
- 6. use the Website to stalk, harass or harm another individual;
- 7. remove any proprietary notices or labels within the Website;
- 8. use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website; or
- 9. use forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or

any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

## **SECURITY**

We have taken all reasonable measures to ensure that information you transmit to Website, will remain confidential and protected from unauthorized access but Website does not warrant against unauthorized access and will not be liable for any unauthorized access by any means to that information.

Your banking, Credit Card, Debit Card, Unified Payment Interface, payment wallet details are transmitted directly to third party payment gateway provider(s) or to third party payment wallets or to your bank and we do not intercept, store or have access to any of your banking credentials or information at any time.

## **LINKS TO THIRD-PARTY WEBSITES AND CONTENT**

Content from other users and third parties may be made available to you through the Website (“Third Party Content”). Because we do not control Third Party Content, you agree that we are not responsible for any such content. We make no guarantees about the accuracy, currency, suitability or quality of the information in such Third Party Content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading or unlawful Third Party Content made available by other users or third parties, or violation of any third party rights related to such content.

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WE MAKE NO, AND DISCLAIM ANY AND ALL, PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT UPLOADED BY YOU, OR AT YOUR REQUEST, TO THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR DATA ACCURACY.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold Navipoint, its affiliates, our holding company, our subsidiaries, business partners, channel partners, third party laboratories and its and their respective officers, directors, agents and employees, harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees), to the extent attributable to your use of the Website, including any Content on the Website, or your violation of these Site Terms of Use. This provision shall survive the termination of this Agreement and remain in full force and effect.

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## **DURATION OF ACCESS**

You agree that we, in our sole discretion, may immediately terminate your access to the Website at any time, for any reason. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE OR DELETION OF YOUR ACCOUNT.

## **ELECTRONIC COMMUNICATIONS**

The communications between you and us use electronic means, whether through the Website or via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in a writing.

## **MOBILE SERVICES**

If permitted or available through any feature of the Website, and you access the Website using text messaging or a mobile device or application, you are responsible for any and all service fees associated with any such mobile access, including all applicable data fees, and for complying with all terms of use imposed by the carrier.

## **GENERAL TERMS**

You are responsible for compliance with all applicable laws. These Site Terms of Use and the relationship between you and us will be governed by the laws of the United States of America, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. These Site Terms of Use are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Site Terms of Use to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. The paragraph headings in these Site Terms of Use, shown in boldface type, are included only to help make the agreement easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Site Terms of Use will not constitute a waiver of such right or provision. No waiver by us shall have effect unless such waiver is set forth in writing, signed by us; nor shall any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Site Terms of Use constitute the complete and exclusive agreement between you and us with respect to their subject matter, and supersede all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Site Terms of Use, or portion thereof, to be unenforceable, that provision of the Site Terms of Use will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Site Terms of Use will continue in full force and effect.

## **CHANGES TO OUR TERMS OF USE**

Navipoint may at any time revise these Site Terms of Use by updating this posting. By using this Website, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current terms to which you are bound. It is your sole responsibility to check the Website from time to time to view any such changes to the terms in the Site Terms of Use. If you do not agree to any changes, if and when such changes may be made to the Site Terms of Use, you must immediately stop using the Website.