

Terms of Use

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When you use any Hyperconnect Technoinfra product, you agree to be legally bound by these Terms of Use, as they may be updated and posted on our products at any time. Without limiting the foregoing, you agree to be legally bound by these terms and conditions of use as they relate to your use of or access to Hyperconnect Technoinfra products by using or accessing Hyperconnect Technoinfra products. You may download content for non-commercial, private, personal use only, as long as all copyright, trademark, and other proprietary notices are visible. As a result of any such downloading or copying, no right, title, or interest in any downloaded content is transferred to you. Without Hyperconnect Technoinfra's express permission, you undertake not to copy, modify, alter, display, distribute, sell, broadcast, or transmit any material given by any of Hyperconnect Technoinfra's products in any way. You must make certain that the personal information you submit is accurate and complete, and that all ordering or registration details (where applicable) include your correct name, address, and other requested information. Please read our Privacy Policy using the link provided for our products for more information on how we handle your personal information.

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We are devoted to protecting our users' privacy. We value your privacy and want you to be able to use and enjoy our goods without having to give over any of your personal information. The Hyperconnect Technoinfra Privacy Policy will apply to all personal data supplied to Hyperconnect Technoinfra when using our products. The Privacy Policy for the platform also applies if you register or log in to access the services of the Hyperconnect Technoinfra Mobile Application cloud-based platform branded "Hyperconnect Technoinfra." During the use of Hyperconnect Technoinfra products, all information submitted to Hyperconnect Technoinfra must be accurate, full, and up to date. If we have cause to suspect that erroneous, incomplete, or outdated information has been submitted, we may restrict or deny access to any Hyperconnect Technoinfra product.

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To the extent permitted by law, neither Hyperconnect Technoinfra nor its affiliates will be liable for any direct, indirect, consequential, or other damages, including but not limited to property damage, loss of use, loss of business, economic loss, loss of data, or loss of profits, arising out of or in connection with your use or access to, or inability to use or access, any Hyperconnect Technoinfra product or its content. Any new features, such as new material and/or the release of new software tools or resources, are subject to these Terms of Use unless otherwise noted. Hyperconnect Technoinfra will make every effort to ensure that the information and materials supplied on any Hyperconnect Technoinfra product are accurate. Hyperconnect Technoinfra, on the other hand, cannot guarantee the veracity of all information and materials and disclaims all duty or liability for the accuracy, completeness, or authenticity of any information or materials provided by Hyperconnect Technoinfra products. We do not guarantee that any Hyperconnect Technoinfra product will operate without interruption or error, or that the Hyperconnect Technoinfra products will be free of viruses or other components that could harm equipment or software. Hyperconnect Technoinfra makes no promise that Hyperconnect Technoinfra goods will work with the equipment or software you use, and it also makes no guarantee that Hyperconnect Technoinfra products will be available at all times or at any given time. You must not attempt to interfere with the proper functioning of any of our Hyperconnect Technoinfra products, including any computer system, server, website, router, or other internet-connected devices, by circumventing security, tampering with, hacking into, or otherwise disrupting any computer system, server, website, router, or other internet-connected devices. We have the right to change, suspend, or terminate any feature of our Hyperconnect Technoinfra products, including your access to them, at any time. You undertake to keep Hyperconnect Technoinfra and its affiliates blameless from any liability or loss arising from your breach of these Hyperconnect Technoinfra products' Terms of Use, including your use of the Website.

Software as a Service- Terms and Conditions

Please read these terms and conditions of use ('Terms and Conditions') carefully before purchasing or availing the products and services ("Products") of Hyperconnect Technoinfra EV Tech Private Limited ("Company"). These Terms and Conditions govern your ("you", "your" and "yourself") purchase of Company's Products. Purchasing the Company's Products indicates that you have read, understood, accepted and agreed to be bound by these Terms and Conditions. Thank you for purchasing the Products from the Company. Notwithstanding

anything to the contrary contained in any documents including purchase order, your purchase of the Products of the Company shall be governed by the following terms:

1. The Products are warranted against any electronic or mechanical defects for a period of 1 (one) year. Should a defect occur, the Company will repair or, at its option, replace the defective unit/ parts with new or rebuilt materials without charge for either parts or labour. Replacement unit/parts will be warranted for the remaining portion of the original warranty period. This warranty does not cover installation or damage from accident, misuse, abuse, improper wiring, incorrect voltage, operating the unit against the instructions in the user manual or any Product which has been opened, altered or tampered with.

2. Save and except the warranty provided in Clause 1, Products once delivered, shall not be eligible for return and no return or refund request shall be entertained by the Company, Company shall deliver the Product on the location specified by you while placing order, on delivery of the Product you agree that the title of the Product and risk thereto transfers to you.

3. Company may provide installation service of the Products purchased subject to the area you live in, on opting installation service for purchased Product, you agree that on or before arrival of the Company's representative to the location for installation, such location shall be cleared and ready for installation in accordance with the specifications provided by the Company including having access to electricity and location for installation shall be free from any cracks, improper structure integrity or any other defects. Installation location shall be in legal possession of the user. Company or Company's representative reserves the right to refuse to install the Product on finding any shortcoming in the location for the installation.

4. Intellectual property rights, including copyrights, trade names, trademarks, service marks, and logos, protect Hyperconnect Technoinfra products and materials made available on all Hyperconnect Technoinfra products. These rights are either owned by Hyperconnect Technoinfra or utilised by Hyperconnect Technoinfra under licence or with permission from the owner of such rights. The design, style, look, appearance, graphics, pictures, images, articles, stories, and other content available on the Hyperconnect Technoinfra products are all protected by intellectual property rights. Except where expressly invited to do so, you may not modify, copy, reproduce, republish, upload, post, transmit, or distribute any material or information on or downloaded from any of our Hyperconnect Technoinfra products, including but not limited to text, graphics, video, messages, code, and/or software, by any means or in any manner without our prior written consent.

5. Save and except the warranty provided in Clause 1, the Company makes no representations or warranties regarding the Products and associated services and is not responsible or liable for your use of Products. You acknowledge and agree that your decision use any Products is at your sole risk, and the Company will not be liable for any loss or damage, including injury, illness or death, arising out of or in connection with your use of the Products, whether directly or indirectly.

6. You shall not use any Products, documentation, or Company's confidential information (whether in whole or in part) to facilitate, assist or otherwise engage in (either directly or indirectly) the development, modification, sale and/or marketing of equipment, software, technology, services and/or documentation that are competitive to any of Company's Products or service offerings.

7. You undertake that you shall not: (1) use the Products for anything other than for the purpose of personal usage or usage through the platform of the Company or usage permitted by the Company; (2) modify, adapt, create derivative works of, reverse engineer, decompile, or disassemble or reconstruct, the Products or any derivative work or attempt to recreate a similar product; (3) distribute, sell, lease, rent, lend, sublicense, encumber, assign, transfer in any manner whatsoever the Products, other than in the manner permitted by the Company in writing; (4) use the Products in breach of any applicable law or in any activity that is in violation or breach of applicable law; (5) permit any third party to perform any maintenance services on the Products or effect modification or enhancement or software/engineering changes to the Products without the prior written consent of the Company.

8. All intellectual property rights in and to the Products and any other developments thereto shall at all times belong the Company and any infringement of any Company intellectual property rights shall be subject to legal action and damages.

9. These Terms and Conditions and the relationship between you and the Company shall be governed by the laws of India and appropriate courts and forums at Mumbai, Maharashtra shall have exclusive jurisdiction in any proceedings arising out of these Terms and Conditions.

10. Unless otherwise provided in the Terms and Conditions, all trademarks, service marks, logos, trade names, and designs, whether registered or unregistered, used in connection with the Products are owned by the Company or its third party licensors. You may not use or display any such trademarks, service marks, logos, trade names, or designs owned by the Company or its third party licensors without the appropriate owner's prior written consent.

11. You agree to indemnify, defend, and hold harmless each of the Company Parties (as defined below) from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your breach or violation of these Terms and Conditions (including without limitation or representation, warranties and or covenant) or misrepresentation with respect to your information or arising out of your violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, fraudulent transactions or other rights. The Company reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with the Company' defence of such claim. This clause shall survive the expiry or termination of these Terms and Conditions.

12. Notwithstanding anything to the contrary in any document including these Terms and Conditions, Company's total, cumulative, and aggregate liability towards you shall not exceed the amount paid by you towards the Product in dispute, whether the Company's liability is based in contract, tort, equity, at law, and/or otherwise, howsoever arising.

13. In no event will the Company be liable for any indirect, special, consequential, punitive, or exemplary damages (including, without limitation, those resulting from loss of revenues, lost profits, loss of goodwill, loss of data, cost of procurement of substitute services, business interruption, or other intangible losses), arising out of or in connection with the Product, whether such damages are based on warranty, contract, tort, statute, or any other legal theory and even if any company party has been advised (or should have known) of the possibility of such damages.

GENERAL

These Terms and Conditions constitute the entire and exclusive and final statement of the agreement between you and the Company with respect to the subject matter hereof, superseding any prior agreements or negotiations between you and the Company with respect to such subject matter. The Company shall neither be liable to the other nor shall be in default if, and to the extent that, the performance or delay in performance of any of its obligations under these Terms and Conditions is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of the Company or any force majeure event. The failure of the Company to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to the intentions of the Company and you as reflected in the provision, and that the other provisions of these Terms and Conditions remain in full force and effect. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction. The Company may, in its sole and absolute discretion, change these Terms and Conditions from time to time.

Contact Us

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