

## **1. Scope of Services**

The User may obtain the Services by either registering on the Company website connectcloud.in or may directly approach the Company and avail the Services. This consists of the terms and conditions (hereinafter the "Terms" or "Terms of Service").

The Services shall be utilized strictly for lawful purposes in accordance with the terms as provided herein below. Further, the User shall ensure not to transmit using the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give right to civil liability or otherwise violate any applicable law.

The Company and its Services are governed by regulatory norms of the Telecom Regulatory Authority of India (TRAI), Department Of Telecommunication of the Government of India (DOT) and other authorities. Certain Services may be withdrawn by the Company in compliance with the law, without prior notice to the User.

The User shall be responsible to be in strict compliance with the rules and regulations of the Telecom Regulatory Authority of India (TRAI) and Department Of Telecommunication of the Government of India (DOT) which may change from time to time. Any violation will lead to immediate termination of Services without any claims, liability and protection in any manner, either to the User or any third party.

Company shall monitor, peruse, and analyze (joint and severally called "Review") the communication between the Users and any third party while utilizing the Services. If any communication or part thereof is found to be objectionable per TRAI regulations, Company shall withhold its services till proper explanation is furnished by the User. Company shall not be responsible for any loss sustained by the User during the Review period.

## **2. Terms of Use**

2.1 User shall not use the Services for purposes that is unlawful or prohibited by this Terms or the policies of the Company. User may not use the Services in any manner that may damage, disable, overburden, or impair the Company Services, telephonic numbers and servers, or the network(s) connected to any Company server. Additionally, the User shall be responsible at all times to ensure that the Services shall not be utilized in any manner as detailed below:

2.1.1 in connection with conducting any, surveys, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);

2.1.2 advertise or offer to sell or buy any goods or services or use the Services for tele-marketing unless such Services specifically allows such messages;

2.1.3 use the Services to contact any persons registered on the "Do Not Disturb" list under the Telecom Commercial Communication User Preference Regulations, 2010 or any amendments thereto;

2.1.4 defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;

2.1.5 publish, post, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information through fax;

2.1.6 restrict or inhibit any other User from using and enjoying the Services;

2.1.7 maintain and create data by recording calls acquired through the use of Services and which is otherwise not permitted under applicable law;

2.1.8 create a false identity for the purpose of utilizing the Services and misleading others;

2.1.9 send unsolicited and/or bulk messages or advertisements, including voicemails or facsimiles;

2.1.10 harvest or otherwise collect information about others without their consent;

2.1.11 transmit any material that may infringe the intellectual property rights or other rights of third parties; and

2.1.12 Violating any TRAI regulations or any other applicable laws regarding the transmission of technical data through the Service.

2.2 In the event the user is deemed to have utilized the Service for any unlawful use or in a manner as provided above, then the Company has the right to Execute and Realise the payments due from the Indemnity Bond and to immediately terminate use of the Services, without prior notice to the User. In the event any penalty is levied on the Company for unlawful usage of the Services by the User or for utilizing the Services in the manner detailed in this clause 2 then, the User shall be liable to pay the penalty to the Company along with any claims made by any third party against the Company.

2.3 User acknowledges and agrees not to use the website or application or any Services offered by the Company in a manner that violates any local laws of India or any state or federal law within the US or the country of your jurisdiction regulating the Services including any commercial e-mail, facsimile transmissions or telephone solicitations.

### **3. Data Protection & Privacy**

The Company shall have the right to maintain records and data acquired through the use of Services by the User, however, the Company shall at all times use its best efforts to maintain privacy of the User's

information and the data collected during the Term from the use of Services and shall not disclose such information to the third party without prior consent of the User. Further, the Company shall at all times use its best efforts to maintain confidentiality with respect to such recorded calls and the data collected there from during the Term from the use of Services and shall not disclose such information to the third party without prior consent of the User.

#### **4. Fair Usage Policy**

The user shall act responsible at all times and ensure that Users availing of Cloud services with respect to unlimited forwarding of calls shall ensure that the Cloud Services are used in a manner so that there is no unreasonable and excessive levels of usage, which may amount to network congestion and causing inconvenience to the large set of customers pursuant to Company's Fair Usage Policy ("CFUP"). CFUP is applicable to all the existing tariff plans which have unlimited forwarding, unless specifically withdrawn or additional plans included at the discretion of the Company. The Fair Usage Policy ('FUP') shall include 2500 minutes of monthly call forwarding on each channel or 500 Miss Calls in an hour per channel, as threshold for all unlimited tariff plans. it includes call forwarded from Company's server to agents at customer's end for a) incoming calls, and b) outgoing calls originated through our click to call service.

User will get 20,000 unique leads and 1,00,000 Database records per channel.

User acknowledges and agrees that call forwarding in excess of Fair Usage Limit ('FUL') shall be a violation of FUP and shall be deemed a breach of a material term hereof. Upon such violation the Company may suspend the User account with immediate effect.

#### **5. Support**

Connect Cloud provides support service over email on support@connectcloud.in and phone on 0172-520-1777.

#### **6. Refund**

6.1 All the refunds if applicable, would be after deducting the administrative cost and usage charges.

6.2 The cost to procure vanity numbers is non refundable.

#### **7. Confidentiality**

7.1 The Parties recognize and acknowledge that there may be made available to it Confidential Information relating to the other Party for fulfillment and rendering Services during the Term of this Agreement. The Parties will not, during or after the Term of this Agreement and for a period of 2 (two) years after the termination of this Agreement, disclose any Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the prior written

consent of the other Party.

7.2 Confidential Information does not include information that (i) is known to the Parties at the time of disclosure to such Party by the other Party, (ii) has become publicly known and made generally available through no wrongful act of such Party or (iii) has been rightfully received by either Party from a third party who is authorized to make such disclosure.

## **8. Miscellaneous Provisions**

8.1 Force Majeure: Neither the company nor the user shall be liable to the other for delays or failures in performance of Services resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

8.2 Entire Terms : These terms constitutes the entire Terms between the User and the Company and pertains to the subject matter hereof and supersedes in their entirety over all other written or oral Terms between the company and the user.

8.3 Severability: If any provision of these terms is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and continue to operate in full force and effect.

8.4 User is an independent contractor. Nothing in this Terms of service shall create any association, partnership, joint venture or agency relationship between the company and the user. User shall be solely responsible for the payment of any compensation due to its employees or representatives. User shall not and shall not attempt to incur any liability on behalf of Company and shall not hold itself out to any person as being able to do so.

8.5 The rights and obligations of User under these terms are personal. User shall not and shall not attempt to assign or otherwise deal with them without the prior written consent of Company. User shall not and shall not attempt to sub-contract its obligations under this Terms of service without the prior written consent of Company may assign, sub-contract and deal with these terms in its discretion.

8.6 Solicitation. You may not use the website or application or any Services offered by the Company in a manner that violates any local laws of India or any state or federal law within the US or the country of your jurisdiction regulating the Services including any commercial e-mail, facsimile transmissions or telephone solicitations.

Please contact Connect Cloud at [support@connectcloud.in](mailto:support@connectcloud.in) for any query.