



#### WEBSITE ADDRESS SERVICE AGREEMENT/TERMS OF USE

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Through its Web property, PTPL provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

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The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

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	Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
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# 9. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing PTPL with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify PTPL immediately of any unauthorized use of User's account or any other breach of security. PTPL will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by PTPL or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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Currency rates if given to the customers other than Indian national Rupee (INR) then the rates are based on various publicly available sources and is used as guidelines only. The customers will pay Plexitech.com in INR only.

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PTPL OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN PTPL'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO PTPL. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO PTPL OR ANYONE AT PTPL. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT PTPL MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

#### **18. MONITORING**

PTPL shall have the right, but not the obligation, to monitor the content of <a href="www.plexitech.com">www.plexitech.com</a> & <a href="www.sstracking.com">www.plexitech.com</a> & <a href="www.sstracking.com">www.sstracking.com</a>. Without limiting the foregoing, PTPL shall have the right to remove any material that PTPL, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### 19. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless PTPL, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of PTPL by User or User's Account.

#### 20. RELATIONSHIP.

The relationship between <a href="www.plexitech.com">www.plexitech.com</a> & <a href="www.sstracking.com">www.sstracking.com</a> and you will be that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

#### 21. TERMINATION

Either PTPL or User may terminate this Agreement at any time. Without limiting the foregoing, PTPL shall have the right to immediately terminate User's Account in the event of any conduct by User which PTPL, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement.

#### 22. MISCELLANEOUS

This Agreement and any operating rules for <a href="www.plexitech.com">www.plexitech.com</a> & <a href="www.sstracking.com">www.sstracking.com</a> established by PTPL constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the Mumbai, Maharashtra, INDIA, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

#### 23. COPYRIGHT NOTICE

PTPL its logos are trademarks of PTPL. All rights reserved. All other trademarks appearing on PTPL are the property of their respective owners.

#### 24. TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, product, domain name, email address, logo, person, or event is intended or should be inferred.

#### 25. ADDITIONAL TERMS.

Additional terms and conditions may apply to sales of goods and services and other uses of portions of this site, and you agree to abide by such other terms and conditions.

#### 26. SEVERABILITY.

These terms and conditions shall be deemed sever able. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

# 27. HEADINGS.

The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

# Any rights not expressly granted herein are reserved.

### **Contact Details:**

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