

TERMS OF USE

1. OVERVIEW

The terms set forth in this agreement between CasFer Technologies pvt. Ltd. (opc) ("<http://casfertechnologies.com/>" or "CasFer Technologies" or "we" or "us") and you ("you" or "the member" or "user") govern your use of the website and the services provided thereby. If you do not agree to be bound by the terms of this agreement, please cease all further use of the website. If you have any questions concerning this agreement, please contact us. Please review this agreement carefully before your first use and every subsequent use of the website located at <http://casfertechnologies.com/> or affiliated websites (collectively, the "website").

You agree to permit CasFer Technologies pvt. Ltd. (opc) to amend this agreement in its sole discretion at any time by posting the amended terms of the agreement on the website, and you agree to abide by and be fully bound by such amended terms. The amended terms shall automatically be effective immediately after they are initially posted on the website, and your continued use of the website on or after such date constitutes your acceptance of the amended terms.

2. CAPACITY TO CONTRACT

By agreeing to these Terms of Use, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given CasFer Technologies pvt. Ltd. (opc) your consent to allow any of your minor dependents to use this [website](#).

3. PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

CasFer Technologies pvt. Ltd. (opc) reserve the right but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. CasFer Technologies pvt. Ltd. (opc) may exercise this right on a case-by-case basis. CasFer Technologies pvt. Ltd. (opc) reserve the right to limit the quantities of any products or services that CasFer Technologies pvt. Ltd. (opc) offers. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of CasFer Technologies pvt. Ltd. (opc). CasFer Technologies pvt. Ltd. (opc) reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

CasFer Technologies pvt. Ltd. (opc) do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

4. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using the site or its content:

- (a) for any unlawful purpose
- (b) to solicit others to perform or participate in any unlawful acts
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability
- (f) to submit false or misleading information
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet
- (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape
- (j) for any obscene or immoral purpose
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. CasFer Technologies pvt. Ltd. (opc) reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses

5. THIRD PARTY TOOLS

CasFer Technologies pvt. Ltd. (opc) may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. CasFer Technologies pvt. Ltd. (opc) shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

CasFer Technologies pvt. Ltd. (opc) may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

6. PAYMENT OR FEES

As consideration for the services you have selected, you agree to pay to CasFer Technologies pvt. Ltd. (opc) the applicable service(s) payment or charges or fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree

to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate.

7. MODIFICATIONS TO THE SERVICE AND PRICES

CasFer Technologies pvt. Ltd. (opc) may, at any time, make modifications, changes and alterations to the Contents of this website, prices of the services provided, including these terms of use, without prior notice. You are responsible for regularly reviewing these terms of use. Your continued use of this website following any modifications, changes or alterations shall constitute your acceptance of such modifications, changes or alterations. Prices for our products are also subject to change without notice.

8. ACCURACY OF BILLING AND ACCOUNT INFORMATION

CasFer Technologies pvt. Ltd. (opc) reserve the right to refuse any order you place with us. CasFer Technologies pvt. Ltd. (opc) may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event that we make a change to or cancel an order, CasFer Technologies pvt. Ltd. (opc) may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. CasFer Technologies pvt. Ltd. (opc) reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

9. ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. CasFer Technologies pvt. Ltd. (opc) reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

CasFer Technologies pvt. Ltd. (opc) undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been altered or updated.

10. DISCLAIMER OF WARRANTIES

You acknowledge that your use of the website and the services provided thereby is entirely at your own risk. CasFer Technologies pvt. Ltd. (opc) disclaims all warranties, express or implied, including without limitation the warranties of title, merchantability, fitness for a particular purpose or non-infringement. without limiting the foregoing, you acknowledge and agree that (i) CasFer Technologies pvt. Ltd. (opc) does not warrant that the website and services provided by CasFer Technologies pvt. Ltd. (opc) shall be error-free or operate without interruption, and the website and service are provided "as is" and without warranty of any kind; (ii) CasFer Technologies pvt. Ltd. (opc) does not and cannot control the flow of data and information through the internet, and such flow depends on the performance of third parties whose actions or inactions may produce situations in which connections to the internet (or portions thereof) are impaired or disrupted and for which CasFer Technologies pvt. Ltd. (opc) is not liable; (iii) CasFer Technologies pvt. Ltd. (opc) does not provide any warranty with respect to the goods or services bought or sold via the website; and (iv) CasFer Technologies pvt. Ltd. (opc) does not warrant that the information provided via the website, whether concerning the goods or services or the member information or any other subject, is complete or accurate, including the member's ability to deliver or provide the goods or services being sold and to pay for the goods or services being bought.

11. LIMITATION OF LIABILITY

In no event will CasFer Technologies pvt. Ltd. (opc) be liable for any damages, including, without limitation, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in connection with any party's use of the website or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line system failure, loss of data or loss of use related to this website or any website operated by any third party or any contents of this website or any other website, even if CasFer Technologies pvt. Ltd. (opc) is aware of the possibility of such damages.

Notwithstanding anything to the contrary herein, CasFer Technologies pvt. Ltd. (opc)'s aggregate liability to you arising out of or related in any way to this agreement shall not exceed the aggregate amount paid by you to CasFer Technologies pvt. Ltd. (opc) by any mode of payment for the services under this agreement during the six-month period immediately preceding the date upon which the event giving rise to the claim against CasFer Technologies pvt. Ltd. (opc) arose.

12. INDEMNIFICATION

You agree to indemnify CasFer Technologies pvt. Ltd. (opc) and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, arising from or relating to out of: (a) your use of the website, including any alleged or actual violation of any law directly or indirectly arising from such use; (b) any breach or alleged breach by you of the terms of this agreement or of any Sale agreement. (c) the misuse or misappropriation of member information supplied to you; (d) the goods or services offered to be sold or purchased by you, whether arising from the information concerning the goods or services provided by you for posting on the

website, the purchase and sale of such goods or services, the sale agreement, the delivery of such goods or services, the payment for such goods or services, or otherwise; and (e) communications sent to you from CasFer Technologies pvt. Ltd. (opc) via electronic mail which are directly or indirectly related in any manner to this agreement.

In particular, and without limiting the foregoing, because CasFer Technologies pvt. Ltd. (opc) does not and cannot control the actions of its members, in the event that you have a dispute with one or more members, you hereby agree to indemnify and release CasFer Technologies pvt. Ltd. (opc) and its Affiliates from any and all claims, demands, liabilities, losses and damages (both actual and consequential) of every kind and nature, whether known or unknown, suspected or unsuspected, and disclosed or undisclosed, arising out of or in any way connected with such dispute.

13. SEVERABILITY

Unless otherwise specified herein, this Terms of Use statement constitutes the entire agreement between you and CasFer Technologies pvt. Ltd. (opc) and governs your use of this Site, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and CasFer Technologies pvt. Ltd. (opc). If any portion of this Terms of Use statement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

14. SUBMISSIONS AND FEEDBACKS

If, at our request, you send certain specific submissions or without a request from CasFer Technologies pvt. Ltd. (opc) you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. CasFer Technologies pvt. Ltd. (opc) shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments, or (3) to respond to any comments.

CasFer Technologies pvt. Ltd. (opc) may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead CasFer Technologies pvt. Ltd. (opc) or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. CasFer Technologies pvt. Ltd.

(opc) takes no responsibility and assumes no liability for any comments posted by you or any third-party.

15. GENERAL CONDITIONS

CasFer Technologies pvt. Ltd. (opc) reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

You agree to provide current, complete and accurate purchase and account information for all purchases made through us. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates so that CasFer Technologies pvt. Ltd. (opc) can complete your transactions and contact you as needed.

16. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying CasFer Technologies pvt. Ltd. (opc) that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

17. GOVERNING LAW

This Website originates from the [Margao, Goa]. This Agreement shall be governed by the laws of the State of Goa, India without regard to its conflict of law principles to the contrary. And activities covered thereto any action, suit, proceeding or claim arising under or by reason of this Agreement shall be fought only in courts located in Goa, India after giving a notice to the company and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. However, CasFer Technologies pvt. Ltd. (opc) reserves the right to take legal proceedings in country other than India or

state other than goa, to protect our interests or to enforce our rights whenever it deems it appropriate to do so.

18. RIGHT OF REFUSAL

We, in our sole discretion, reserve the right to refuse to register or reserve your choice of service or register you for other Services within thirty (30) calendar days from receipt of your payment for such services. In the event CasFer Technologies pvt. Ltd. (opc) does not register or reserve your choice of service or register you for other Services, or CasFer Technologies pvt. Ltd. (opc) deletes your request or other Services within such thirty (30) calendar day period, CasFer Technologies pvt. Ltd. (opc) agree to refund your applicable fee(s). You agree that CasFer Technologies pvt. Ltd. (opc) shall not be liable to you for loss or damages that may result from our refusal to register, reserve, or delete your domain name or register you for other Services.

19. MISCELLANEOUS PROVISIONS

- A. **NOTICES:** All notices, requests, demands or other communications required to be given by CasFer Technologies pvt. Ltd. (opc) to you pursuant to the agreement shall be in writing and shall be deemed to have been given (i) one (1) day after mailing if sent by nationally recognized overnight courier, or (ii) upon transmission if sent by electronic mail using any mail client or (iii) upon transmission if sent by electronic mail with a confirmation copy simultaneously sent by Indian mail, postage prepaid, or (iv) immediately if posted by CasFer Technologies pvt. Ltd. (opc) on the website. All notices, requests, demands or other communications required to be given by you to CasFer Technologies pvt. Ltd. (opc) shall be deemed given when actually received by CasFer Technologies pvt. Ltd. (opc).
- B. **PERSONAL INFORMATION:** Your submission of personal information through the site is governed by our Privacy Policy.
- C. **LIMITED LICENSE:** Subject to the terms of use set forth in this Agreement, CasFer Technologies pvt. Ltd. (opc) will grant a non-exclusive, non-transferable, limited right to access this site and the materials thereon.
- D. **ACCURACY OF INFORMATION:** CasFer Technologies pvt. Ltd. (opc) shall not be held responsible if information made available on this site is not accurate, complete or current. The material on this site 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 site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. CasFer Technologies pvt. Ltd. (opc) reserve the right to modify the contents of this site at any time, but CasFer Technologies

pvt. Ltd. (opc) have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

CasFer Technologies pvt. Ltd. (opc) have made every effort to display as accurately as possible the colors and images on our site. CasFer Technologies pvt. Ltd. (opc) cannot guarantee that your computer monitor's display of will be accurate.

- E. **EQUITABLE REMEDIES:** Both parties acknowledge and agree that money damages and other remedies at law may not provide an adequate remedy in the event of a breach of this agreement. Therefore, in addition to any other remedies that may be available, the non-breaching party shall be entitled to seek injunctive relief or specific performance or other equitable remedies.
- F. **CUMULATIVE REMEDIES:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- G. **FORCE MAJEURE:** Neither party shall be deemed in default of this agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other causes beyond the control of such party, provided that such party gives the other written notice thereof properly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay ("Force Majeure"). In the event of such Force Majeure, the time of performance or cure shall be extended for a period equal to the duration of the Force Majeure but in no event shall exceed three (3) months.
- H. **ASSIGNMENT SUCCESSORS AND ASSIGNS:** This agreement and the rights granted by CasFer Technologies pvt. Ltd. (opc) to you hereunder may not be assigned or transferred by you without the prior written consent of CasFer Technologies pvt. Ltd. (opc). CasFer Technologies pvt. Ltd. (opc) may assign this agreement without obtaining your consent.
- I. **HEADINGS:** The section headings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of this agreement.
- J. **NON-AGENCY:** Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- K. **NON WAIVER:** No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- L. **INDEPENDENT CONTRACTORS:** The relationship of the parties shall be that of independent contractors, and nothing in this agreement shall be deemed to create a partnership, joint venture, franchise, representative, agency or employment relationship between said parties. Neither party to this agreement shall have authority, express or implied, to act for or bind or otherwise obligate the other in any manner whatsoever.

Persons retained by a party as employees or agents shall not be deemed to be employees or agents of the other party.

M. ENTIRE AGREEMENT: The failure of CasFer Technologies pvt. Ltd. (opc) to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by CasFer Technologies pvt. Ltd. (opc) on this site or in respect to The Service constitutes the entire agreement and understanding between you and CasFer Technologies pvt. Ltd. (opc) and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and CasFer Technologies pvt. Ltd. (opc) (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

20. CONTACT

CasFer Technologies pvt. Ltd. (opc) welcomes your comments and/or questions regarding this privacy statement and/or If you wish that we don't use the information you provided to us, please [Contact us](#)

ACCEPTANCE OF AGREEMENT- YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS OF USE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.