
SAZNow - TERMS OF USE

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the 'SAZNow' platform - a property owned and operated by Samplersoft Solutions Private Limited which includes an internet portal located at URL – www.saznow.com/ ("**Website**" / "**SAZNow**").

The domain name www.saznow.com/ is owned by Samplersoft Solutions Private Limited (**CIN:** U72200KA2014PTC073764), a company incorporated under the Companies Act, 2013 and having its corporate office at #8, Bloomingdale Layout, Kaikondrahalli, Sarjapur Rd, Bangalore - 560035, Karnataka, India, hereinafter referred to as "**Samplersoft**".

The social media properties of SAZNow are:

- **facebook.com/saznow**
- **twitter.com/saz_now**
- **instagram.com/saznow**

- For the purpose of these Terms of Use (*as defined below*) and Privacy Policy, wherever the context so requires, the term:
 - (i) "**Content**" shall include, but not limit to images, photos, audio, video, location data, nearby places, user interfaces, logos, sounds, trademarks and all other forms of information or data.
 - (ii) "**Health Card**" shall mean any analysis of the health and condition of vehicle summarised for a User by Samplersoft upon provision of Services and includes all vehicle health reports issued by Samplersoft.
 - (iii) "**Invoice**" shall mean the invoice provided to the User after the User makes the payment for availing the Services.
 - (iv) "**Person**" shall mean any natural person, trust, firm, company, governmental authority, joint venture, association, partnership, society or other entity (whether or not having separate legal personality).
 - (v) "**Services**" shall mean the services as detailed under Clause 5 of this Terms of Use.
 - (vi) "**User**" shall mean any Person who seeks to avail the Services of SAZNow and includes any person registering themselves on SAZNow. Registration shall only be complete upon the User providing all the registration data as may be required using the computer systems.

(vii) **“User Content”** means any Content that User submits, posts, displays, uploads, shares, transmits, through or in connection with the Services, including but not limited to, car details, questions, ratings, reviews, images, photos, messages, profile information, and any other Content or information that User publicly displays or used to display or makes available on SAZNow pursuant to availing Services.

- User’s use of the Website and Services are governed by the following terms and conditions ("**Terms of Use**") as applicable to the Website / Services. Wherever the term “Terms of Use” has been referred, the same shall always be deemed to include all applicable policies incorporated herein by way of reference. If the User avails Services (and when permitted transacts on the Website), it shall be subject to the aforesaid policies that are applicable to the Website/Services for such transaction.
- Certain terms may be defined in this Terms of Use and wherever such terms are used in this Terms of Use, they shall have the meaning so assigned to them. For the purpose of these Terms of Use words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- Throughout this Terms of Use, Samplersoft's prior written consent means a communication coming from Samplersoft's legal department, specifically in response to the User’s request, and specifically addressing the activity or conduct for which the User seeks authorization.
- Accessing, registering, browsing or otherwise using SAZNow indicates the User’s agreement to all the terms and conditions under these Terms of Use. By impliedly or expressly accepting these Terms of Use, the User also accepts and agrees to be bound by all Samplersoft’s policies (including but not limited to Privacy Policy available on the Website as amended from time to time).
- When the User avails any of the Services, User will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into these Terms of Use and shall be considered as a part of these Terms of Use.

1. Eligibility

Use of SAZNow is available only to persons who can enter legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents and person of unsound mind are not eligible to use SAZNow. Any person under the age of 18 shall not register as a User of SAZNow and shall not transact on or use SAZNow. Samplersoft reserves the right to terminate any User’s registration and/or refuse to provide such person with access to SAZNow if it is brought to Samplersoft’s notice or if it is discovered that such User is not eligible to use SAZNow.

2. Acceptance

2.1. Accessing, registering, browsing, transacting or otherwise using the Website and availing the Services and (Users contract, if any, with Samplersoft) read with all

applicable policies, indicates the User's agreement and acceptance to all the terms and conditions under these Terms of Use. By impliedly or expressly accepting this Terms of Use, the User also accepts and agrees to be bound by the Privacy Policy and the terms and conditions attached along with the Invoice and the Health Card issued in relation to the User's vehicle.

- 2.2. In the event of any inconsistency or ambiguity between the Terms of Use, Privacy Policy, Health Card and Invoice Terms and Conditions, the provisions of these Terms of Use shall prevail in respect of the subject matter contained herein.
- 2.3. As long as the User complies with these Terms of Use, Samplersoft grants the User a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.
- 2.4. Users are advised to read the Terms of Use carefully before proceeding.

3. Purpose of The Website

No information provided on this Website shall be considered as substitute for the independent investigation, qualified professional automobile advice. The Website unintentionally may include inaccuracies or errors with respect to the description of the services. The accuracy, completeness, adequacy or currency of the content is not warranted or guaranteed. The offers, specifications, images and other details herein are only indicative and Samplersoft reserves the right to change any or all of these with or without any notice to the User. The User represents and warrants that he / she is fully aware of the laws of India and the User is neither violating nor attempting to violate any law.

4. User's Account and Registration Obligations

- 4.1. The Services are made available to the Users through SAZNow only on the Users providing certain registration information to the representatives of SAZNow, including but not limited to User's contact details, email id, vehicle information etc. (collectively, "**Registration Information**"). The Services may also be subject to procedures for use of SAZNow, uploaded guidelines, rules or other disclaimers and notices if any ("**Additional Terms**"). Users will however be able to access their vehicles Health Card through the Website by logging in through their registered mobile number and/or email id.
- 4.2. User shall ensure that the Registration Information provided by it at the time of registration on SAZNow is complete, accurate and up-to-date. Use of another User's Registration Information for availing Services on SAZNow is expressly prohibited.

5. Services

- 5.1. SAZNow is a Service provided by Samplersoft which entails performing a health check-up of User vehicles at various locations ("**Service**").
- 5.2. On availing such Service from Samplersoft, the User will get One Time Password ("OTP") on their registered mobile number, and on authentication of the same by the User, a health report of their vehicle i.e. the Health Card will be generated. The Health

Card may indicate any fault/issues in the vehicle or any of its components, thus making the Users aware of what needs to be repaired or reviewed in the Vehicle.

- 5.3. In case of any queries/issues/discrepancies in the Health Card, the User can immediately address the same to the authorised representative of SAZNow available at the SAZNow Centres and/or address an e-mail to support@saznow.com.
- 5.4. The Services of Samplersoft / SAZNow is only restricted to providing a Health Card relating to the User's vehicle to the User. Samplersoft does not provide any kind of repair or vehicle maintenance services. However, if the User is availing such Services from any authorised dealer of SAZNow, having repair facilities at its centre, SAZNow shall take no responsibility/guarantee for such repair services availed by the User and the same shall be solely at Users risk and responsibility.
- 5.5. SAZNow sends the Users email or SMS with URL to view or download the Health Report
- 5.6. Details in relation to the Health Card and/or any queries can be discussed further at length with the ground team available on site for provision of Services.

6. Payments

- 6.1. All payments will be collected in advance at the site where the Services are being provided by authorised representatives of Samplersoft.
- 6.2. Payments may be made in cash or through Wallet account or any other accepted mode through payment links sent by SAZNow on the User's preferred mode i.e. via WhatsApp or via Email. Payment links will be sent to the registered details as per Registration Information unless otherwise requested by the User.
- 6.3. Samplersoft reserves its right to alter prices of the Services and /or cease to list the Services at any time, without prior notice or warning to the User's.
- 6.4. Users are advised to ensure that payments are securely made. Samplersoft / SAZNow will not be responsible for any wrong payments or incorrect payments. Refer to our [Cancellation and Refund Policy](#) for more details.
- 6.5. For more details please consult the staff on ground.

7. Cancellation and Refund Policy

- 7.1. There shall be no refund or cancellation of Service once the vehicle health check-up has been commenced by Samplersoft.
- 7.2. In case of an issue where the payment made by the User for availing Services from the Portal has been credited twice in the designated bank account of Samplersoft, the User shall intimate about the same to Samplersoft within 2 (two) days by making a refund request and by writing an email to support@saznow.com along with all supporting proofs. No refunds shall be processed for any amounts more than 10 (ten) days old.

-
- 7.3. Samplersoft reserves the right to refuse a refund request if Samplersoft reasonable believes:
- 7.3.1. the User is trying to unfairly exploit this refund policy;
 - 7.3.2. the amount never got credited twice in the account of Samplersoft; and
 - 7.3.3. the User is in breach of any of the Terms of Use.'
- 7.4. User may be required to provide Samplersoft with the bank account related information in order to enable Samplersoft to process the refund and credit the refund amount in the User's bank account, in the event User may have made payment through their debit or credit card.

8. Use of the Website / Social Media (Facebook/Twitter/Instagram)

- 8.1. User agrees, undertakes and confirms that its use of the Website shall be strictly governed by the binding principles contained herein below. The User shall not host, display, upload, modify, transmit, update or share any information that:
- 8.1.1. belongs to another person and to which User does not have any right to;
 - 8.1.2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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;
 - 8.1.3. is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - 8.1.4. is misleading in any way;
 - 8.1.5. harasses or advocates harassment of another person;
 - 8.1.6. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - 8.1.7. infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
 - 8.1.8. promotes an illegal or unauthorized copy of another Person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files or some other Person's database or proprietary information;
 - 8.1.9. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - 8.1.10. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

-
- 8.1.11. provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;
 - 8.1.12. contains video, photographs, or images of another person (with a minor or an adult);
 - 8.1.13. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - 8.1.14. engages in commercial activities and/or sales without Samplersoft's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes;
 - 8.1.15. solicits gambling or engages in any gambling activity which Samplersoft, in its sole discretion, believes is or could be construed as being illegal;
 - 8.1.16. interferes with another User's use and enjoyment of the Website;
 - 8.1.17. refers to any website or mobile application or URL that, in Samplersoft's sole discretion, contains material that is inappropriate for the Website or any other website or mobile application or URL, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
 - 8.1.18. harms minors in any way;
 - 8.1.19. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or fraudulent or involves the sale of counterfeit or stolen products;
 - 8.1.20. violates any law for the time being in force;
 - 8.1.21. deceives or misleads the addressee/Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - 8.1.22. impersonates another Person;
 - 8.1.23. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - 8.1.24. threatens the unity, integrity, defence, security or sovereignty of India, India's 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;

- 8.1.25. directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
 - 8.1.26. creates any liability for Samplersoft or causes Samplersoft to lose (in whole or in part) the services of its internet service provider ("**ISPs**") or other suppliers.
- 8.2. User shall not 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. Samplersoft reserves its right to bar any such activity.
- 8.3. User shall not 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.
- 8.4. User shall not 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. User may not reverse look-up, trace or seek to trace any information on any other User or visitor to the Website, or any other User, including any account on the Website not owned by the User, 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 User's own information, as provided for by the Website.
- 8.5. User shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Samplersoft, the Website or the brand name or domain name used by Samplersoft, including the term 'SAZNow' or otherwise engage in any conduct or action that might tarnish the image or reputation, of Samplersoft or SAZNow or otherwise tarnish or dilute any of Samplersoft'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 Samplersoft. User agrees that it will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Samplersoft's systems or networks, or any systems or networks connected to Samplersoft.
- 8.6. User agrees not to 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 SAZNow, or with any other person's use of the Website.

-
- 8.7. User may not forge headers or otherwise manipulate identifiers in order to disguise the origin or transmittal of any message the User sends to Samplersoft on or through the Website or any Services offered on or through the Website. User may not pretend that it is, or that it represents someone else, or impersonate any other individual or entity.
 - 8.8. User may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Samplersoft and / or others.
 - 8.9. User shall at all times ensure full compliance with the provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or other such regulations in force) and international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax, income tax, goods and service tax, custom duty, local levies) regarding the User's use of Services, solicitation of offers to avail Services, and avail of Services. The User shall not engage in any transaction in any service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
 - 8.10. Solely to enable Samplersoft to use the User Content supplied to it by the User and to ensure that Samplersoft is not in violation of any rights the User may have in the User Content, the User agrees to grant Samplersoft a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights the User has in the User Content, in any media now known or not currently known. Samplersoft will only use User information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.
 - 8.11. User understands that Samplersoft has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website, its location, its friends etc.) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or summons. In addition, Samplersoft can (and the User hereby expressly authorizes Samplersoft to) disclose any information about the User to law enforcement or other government officials in accordance to law and including but not limited to the Information Technology (Procedure and Safeguards for Interception, Monitoring and Decryption of Information) Rules, 2009, the Information Technology (Procedure for Safeguards for Blocking for Access of Information by Public) Rules, 2009, the Information Technology (Procedure and Safeguard for Monitoring and Collecting Traffic Data or Information) Rules, 2009, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, or any other law as Samplersoft, in its sole discretion, believes is necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
 - 8.12. User is responsible for obtaining the data access necessary to use the Services and also for acquiring and updating compatible hardware or devices necessary to access

and use Services and any updates thereto. Services may be subject to malfunctions and delays inherent in the use of the internet and/or any electronic communications.

- 8.13. User acknowledges and agrees that it shall at all times respect the privacy of other users of the Website.
- 8.14. Any software that is available on the Website is the property of Samplersoft. Users may not use, download or install any software available on the Website, unless otherwise expressly permitted by these Terms of Use or by the express written consent of Samplersoft.
- 8.15. In case a person using the world wide web/internet receives a spam or virus which includes a link to the Website or to any other site maintained, operated or owned by Samplersoft, it should not be held responsible for the same. Samplersoft assumes no responsibility for such mails.

9. Collection of Personal Data

- 9.1. By availing the Services through the Website, the User authorizes Samplersoft to collect information that can be used to identify or contact a single person (including but not limited to, name, contact preference, telephone number, mailing address, e-mail address, location tracking, vehicle details etc.) (“**Personal Information**”) and other non-Personal Information about the User and use and/or disclose the same if Samplersoft believes that access, use, preservation or disclosure of such information is reasonably necessary to; (a) satisfy any applicable law, regulation, legal process or enforceable governmental request including to law enforcement and in response to a court order, (b) detect, prevent, or otherwise address fraud, technical or security issues, (c) enforce applicable terms and conditions, including investigation of potential violations thereof, or (d) protect against harm to the rights or properties of Samplersoft, its users or the public as required or permitted by law, (e) to protect Samplersoft against third-party claims. Samplersoft may also provide and/or disclose such information to any other trusted businesses or persons for the purpose of processing Personal Information on behalf of Samplersoft. Samplersoft shall however, not be liable for any misuse of any Personal or non-Personal Information of the User by any third party.
- 9.2. By availing the Services, the User agrees that the information provided on the Website may be stored, processed and transmitted manually/electronically by Samplersoft. The User also agrees to provide accurate information on the Website while availing the Services and shall be liable for any damages and disputes arising due to the inaccuracy of the information.

10. Trademark, Copyright and Restriction

- 10.1. The name “SAZNow” used in the Website and social media (e.g. Instagram/Facebook/Twitter) and other documents is the exclusive property of Samplersoft. All material of, or contained on the Website, including but not limited to, texts, data, graphics, pictures, artwork, computer code, logos, icons design, structure, selection, co-ordination, expression, the look, feel and arrangement of the content on the Website, images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. User may use this material for personal and non-commercial purposes in accordance with the

principles governing intellectual property laws. User must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and also, the User must not assist any other person to do so. All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the sole property of Samplersoft and protected copyright.

- 10.2. The mark 'SAZNow' and the Logo indicated on each page is a trademark belonging Samplersoft. The Trademarks 'SAZNow' and the logo shall not be used in connection with any product or service that is not in any manner connected or provided by Samplersoft that is likely to cause confusion among customers, or in any manner that disparages or discredits Samplersoft.

11. Third Party Content

- 11.1. Services may include or link to content that belong to third parties ("**Third Party Content**"). User's use of such Third Party Content shall be governed by the terms and conditions of use and privacy policy applicable to the corresponding third party.
- 11.2. Samplersoft may obtain publicly available data, such as, business addresses, phone numbers, other contact information etc. available from such third parties. However, Samplersoft does not control, represent or endorse the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Services.
- 11.3. Samplersoft does not screen or investigate Third Party Content before or after including/linking it to the Services. Samplersoft reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the Third Party Content accessible on the Website. Further, Samplersoft may in its sole discretion and without any obligation, verify any updates, modifications, or changes to any Third Party Content included/linked to the Services, wherever deemed appropriate by Samplersoft, but shall not be liable for any delay or inaccuracies related to such updates.
- 11.4. Samplersoft does not endorse any advertising, products or other materials on or available from such third parties and assumes no responsibility or liability for any Third Party Content.
- 11.5. Third Party Content does not reflect the views of Samplersoft or that of Samplersoft's parent, subsidiary, affiliate companies, branches, employees, officers, directors, or shareholders.

12. Disclaimer of Warranties and Liability

- 12.1. The User acknowledges that the use of the Services is at its sole risk. Samplersoft disclaims all representations and warranties of any kind, whether express or implied as to correctness, suitability, quality, merchantability and accuracy of the Services offered by it.

-
- 12.2. The Services do not entail any act to be performed on the vehicle and merely require review of the vehicle and its various components using Samplersoft's equipment and technology (licensed or proprietary). Damage to the vehicle or any of its components is not possible as a result of such review or provision of the Services and any claims whatsoever in that behalf will not be entertained by Samplersoft.
- 12.3. User will be responsible for maintaining the confidentiality of the Registration Information and shall be fully responsible for all activities that occur under its Account. The User agrees to (i) immediately notify Samplersoft of any unauthorised use of its Registration Information or any other breach of security, and (ii) ensure that the User exits from its Account at the end of each session. Samplersoft cannot and will not be liable for any loss or damage arising from the User's failure to comply with this Clause. The User may be held liable for losses incurred by Samplersoft or any other User or visitor of SAZNow due to authorised or unauthorised use of the User's Account as a result of the User's failure in keeping User's Registration Information confidential.
- 12.4. User agrees that if it provides any information that is untrue, inaccurate, not current or incomplete, (or becomes untrue, inaccurate, not current or incomplete) or if Samplersoft has reasonable grounds to suspect that such information is untrue, inaccurate, not current, incomplete, or not in accordance with this Terms of Use, Samplersoft shall have the right to indefinitely suspend or terminate or block access of User's membership on SAZNow and refuse to provide the User with access to SAZNow.
- 12.5. Samplersoft does not provide any kind of services to diagnose or repair any faults in the Users vehicle and the details provided in the Health Card is designed only to provide information to the User about its vehicle's health. The details pertaining to the User's vehicle as mentioned in this Health Card pertains only for that particular time when the Health Card is generated. In case the Users obtains any further opinion from any third party on such Health Card, Samplersoft disclaims any liability arising from or in connection to such Health Card.
- 12.6. Samplersoft shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the User arising out of the use of the Services or due to Samplersoft's failure to provide the Services at all, for any reason whatsoever whether or not beyond the control of Samplersoft.
- 12.7. Samplersoft makes no representation that the Website will be constantly available or available at all times. The User agrees and acknowledges that the Website is an online portal and is susceptible to downtimes, crashes or other such technical issues for which Samplersoft shall not be responsible to the User in any manner whatsoever. Nothing contained in these Terms of Use shall be deemed to be a warranty implied or otherwise as to the availability of the Website at all times.
- 12.8. User agrees and acknowledges that Samplersoft is not responsible for the continuous availability of any services from third parties and/or authorised dealers of SAZNow and shall not be liable for any loss or damage which may be incurred by the User as a result of such non-availability or as a result of any reliance placed by the User on the

completeness, accuracy or existence of any advertising, products or other materials on, or available from, such third parties and/or authorised dealers.

12.9. Samplersoft expressly disclaims any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing Third Party Content.

12.10. Content on SAZNow is for informational purposes only. Samplersoft disclaims any liability for any information that may have become outdated since the last time the particular piece of information was updated. Samplersoft reserves the right to make changes and corrections to any part of the Content on SAZNow at any time without prior notice. Unless stated otherwise, all pictures and information contained on SAZNow are believed to be owned by or licensed to Samplersoft. Any Person may email a takedown request to the email id support@saznow.com if they think that they are the copyright owner of any Content on SAZNow and if they think that the use of the aforementioned material violates their copyright in any way. All images that appear on SAZNow have been digitalized by Samplersoft and no other party is authorized to reproduce or republish such digital versions in any format whatsoever without the written permission of Samplersoft.

12.11. Except as explicitly stated in these terms of use, the services and the access to SAZNow are provided “as is,” and user’s use of the Services and SAZNow is at its own risk. Samplersoft (including any authorised dealers of Samplersoft providing Services) do not make, and hereby disclaim, any and all warranties, whether express, implied, statutory, or otherwise, including without limitation the implied warranties of accuracy, correctness for a particular purpose, and title, and any warranties arising from a course of dealing, performance, usage, or trade practice. Samplersoft does not warrant that the Services or SAZNow will be uninterrupted, error-free, or completely secure.

12.12. Samplersoft is continuously seeking to develop and improve the Services and reserves its right, at its absolute discretion to made changes in any part of the Services without notice.

13. Remedy

Termination or expiration of these Terms of Use, in part or in whole, shall not limit Samplersoft from pursuing other remedies available to it, nor shall Samplersoft be liable to the User for any damages resulting solely from termination as permitted herein.

14. Indemnity

User shall indemnify and hold harmless Samplersoft, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys’ fees, made by any third party or penalty imposed due to or arising out of the User’s breach of this Terms of Use, Privacy Policy and other policies, or the User’s violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

15. Modification

15.1. Samplersoft reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to the User. It is the User's sole responsibility to review these Terms of Use periodically for updates or changes. The User's continued use of SAZNow Services following the posting of changes shall be deemed to mean that the User accepts and agrees to the revisions.

15.2. Samplersoft shall be under no obligation to notify the Users of the amendment to the Terms of Use and Users will be bound by such amendments. Users use of Website is subject to the most current version of the Terms of Use made available on the Website at the time of such use. All rights reserved.

16. Force Majeure

Samplersoft and its third party service provider/ dealer shall not be under any liability for any breach whatsoever nature where such breach result from a cause beyond their reasonable control or contemplation

17. Limitation of Liability

17.1. IN NO EVENT SHALL SAMPLERSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF THE USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

17.2. Subject to the above and notwithstanding anything to the contrary contained in this Terms of Use, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of Samplersoft vis-à-vis any User, regardless of the form of claim, shall in no case exceed 50% of the total value of Services availed by that User in the previous 6 (six) months from the date of such claim.

17.3. The foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any limited remedy herein.

18. Applicable Law

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.

19. Jurisdictional Issues/Availing of Services in India Only

Unless otherwise specified, the Services are presented solely for availing in India.

20. Jurisdiction for Dispute Resolution

20.1. These Terms of Use shall be governed by and shall be construed in accordance with the laws in India. Any and all disputes or disagreement arising out of these Terms of Use including but not limited to issues relating to the rights and liabilities of both the Users and/or Samplersoft, interpretation of these Terms of Use, and all such other issues arising out of these Terms of Use shall be settled in the courts located at Bangalore, Karnataka.

21. Contact Us

Please send any questions or comments (including all inquiries related to copyright infringement) regarding the Website to admin@saznow.com.

22. Grievance officer

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Manjul Krishna Gupta
Email: admin@saznow.com
Contact: +91 7019973262