



SMS GATEWAY CONNECTOR (SMS VIA SHAREPOINT LIST) – TERMS OF SERVICE



SMS Gateway Connector (hereinafter referred to as the "SMS Add-in" or "Add-in") provides its users a **SharePoint Add-in (previously known as SharePoint Apps)** owned by Time Parity Solutions Private Ltd. (hereinafter referred to as "Time Parity" or "TimeParity") a company incorporated in Coimbatore, India. While using the facilities or services provided by the "SMS Add-in" or through any other websites (such as <https://timeparity.com>) connected/ linked through this "SMS Add-in", you shall be bound by these Terms of Service (hereinafter referred to as the "Agreement") as specified herein.

Before using the services rendered by "SMS Add-in", you are requested to read and understand the Terms of Service specified herein. You accept and understand that "TimeParity" shall have the absolute right to amend these Terms at any point of time unilaterally with or without any notice. You are required to read and understand the existing Terms of Service every time before using the services offered by "SMS Add-in".

Lack of knowledge related to any Terms or the amendments effected to the Terms from time to time may not absolve you from any of your liabilities under the Terms of Service. "TimeParity" expects you to further read and understand the Privacy Policy and the Intellectual Property Policy which would be treated as a part of this Agreement before using the services so offered by Us. You shall be equally bound by the stipulations therein once you agree to the Terms of Service with "SMS Add-in".

This "Agreement" governs Your use of the "SMS Add-in" and any services made available to You by Us or through the "SMS Add-in" (the "Services"). For purposes of this Agreement, the term "You" or "Your" shall refer to the "User(Admin)" or the "End User (Regular user)" and the term "We" or "Our" shall refer to "SMS Add-in". If You are using the "SMS Add-in" or Services on behalf of Your company (or another entity), then "You" means Your company (or such other entity), its officers, members, agents, successors and assigns.

PLEASE READ THE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SMS ADD-IN OR WEBSITES LINKED THROUGH THE SMS ADD-IN, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND TO ALL THE TERMS OF OUR TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, EXIT THIS PAGE AND DO NOT ACCESS OR USE THE SMS ADD-IN.

NOTE: Time Parity Solutions Private Limited is not an Official partner or Subsidiary of SMS Gateway Providers like PLIVO or TWILIO. Please refer to your gateway provider website for their pricing and terms of service information's.

Conditions of Services

- The Terms specified herein restrict the use of this "SMS Add-in" by minors and those who do not have capacity to enter into a valid commercial contract.

- If you are less than 18 years and you wish to contract you are required to contract through your parents or legal guardian.
- If we learn that we have collected personal information from a child under age 18, we will take steps to remove such information and terminate the child's account as soon as possible. If you become aware that a child has provided us with personal information without your consent, please contact us at support@timeparity.com
- You are required to provide accurate and correct personal information while registering to use the services rendered by "SMS Add-in" and You agree to keep it up-to-date.
- We have the right to verify the Information provided by You in reasonable circumstances if required.
- SMS Services are governed by special laws in various countries, you agree to comply with legal implications in messaging users and agree to ensure you are in well within legal rights to send SMS to any user. Our services are limited to transmit your SMS Request to your gateway provider and vice versa when configured. We have no visibility/access with regards to who the recipients of the message are.
- Bulk SMS per request is limited to a maximum of 30 recipients per request.

Privacy Policy

Your privacy is important to us.

It is Time Parity Solutions Private Limited's policy to respect your privacy regarding any information we may collect while operating our "Add-in" or website. Accordingly, we have developed this privacy policy in order for you to understand how we collect, use, communicate, disclose and otherwise make use of personal information. We have outlined our privacy policy below.

PERSONAL INFORMATION ARE MANAGED WITHIN YOUR SHAREPOINT SITE.

MESSAGE DETAILS (CONTENT/NUMBER/STATUS AND OTHER DETAILS) WILL BE ONLY STORED FOR LOGGING / DEBUGGING / IMPROVING OUR SERVICE AND ADMINISTRATIVE PURPOSES.

THE API CREDENTIALS/ GATEWAY CONFIGURATIONS ARE STORED SECURELY WITH SERVER AND CLIENT SIDE ENCRYPTION, AT NO POINT OF TIME SMS ADD-IN WILL DISPLAY THE API SECRET (EVEN FOR ADMIN USERS).

HOWEVER, IF YOU HAVE A CONCERN OR NOTICE SUSPICIOUS ACTIVITY PLEASE NOTIFY US AS SOON AS POSSIBLE AT SUPPORT@TIMEPARITY.COM

We will collect and use personal information solely for fulfilling those purposes specified by us and for other ancillary purposes, unless we obtain the consent of the individual concerned or as required by law.

- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by using reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customer's information about our policies and practices relating to the management of personal information on request.
- We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained. Time Parity Solutions Private Limited may change this privacy policy from time to time at Time Parity Solutions Private Limited's sole discretion.

- All aspects related to the collection of personal information from You, at the time of registering with "SMS Add-in", shall be according to the "Privacy Policy" of "SMS Add-in" which shall be read as a part of this Agreement.
- "SMS Add-in" respects your privacy and assures You that the information collected from You will be used only to provide You our services (as determined by Time Parity).
- Such personal information shall not be made available to any third party, apart from our service providers where-in its required to provide you our services.
- Further if you have any further queries regarding our privacy policy and personal information, please contact us at support@timeparity.com. However, its imperative that you don't use the Add-in if you have any queries unanswered.

Proprietary Notices and Intellectual Property

- All aspects related to the intellectual property associated with the "SMS Add-in" are governed by the "Intellectual Property Policy" of "SMS Add-in" which shall be read as a part of this Agreement.
- The "SMS Add-in" and all the content so presented on the "SMS Add-in" (including but is not limited to acoustic, photographs, illustrations, graphics, video and software) code, data, works of authorship and materials thereon, the look and feel, blueprint and the manner in which material is arranged on the "SMS Add-in" (hereinafter referred to as the "Content") are protected by Indian copyright, trademark and other laws.
- "SMS Add-in" and its licensors own, sole and exclusive rights to title and interest in and to the "Time Parity SMS Add-in", the Content, including, but not limited to, all intellectual property and proprietary rights therein. Your use of the "SMS Add-in" and/or the Content does not grant to You any ownership of any Content to which You may have access on the "SMS Add-in".
- The trademarks, logos, service marks and trade names (hereinafter referred to as the "Trademarks") displayed on the "SMS Add-in" or in connection with the Content made available through the "SMS Add-in" are registered and unregistered Trademarks of "SMS Add-in" and its licensors and may not be used except with the express written permission of the respective Trademark owner.
- Nothing contained on the "SMS Add-in" should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the "SMS Add-in" without the written permission of "SMS Add-in" or the third party that may own the Applicable Trademark. Your misuse of the Trademarks displayed on the "SMS Add-in" or on or through any of the "SMS Add-in's" services is strictly prohibited.
- All intellectual property rights in the Service are, and shall remain, the property of "SMS Add-in" or its licensor (as Applicable). All rights not expressly granted to you in this Agreement are hereby expressly reserved and retained by "Time Parity" and its licensors (as Applicable).

Without Limiting the Generality of the Foregoing, You Shall Not (And Shall Not Allow Any Third Party to):

- Use the Service outside of the scope of the limited license herein granted, including but not limited to use for the sole purpose of obtaining a competitive advantage against "SMS Add-in".
- Sublicense, distribute, copy, modify, adapt, translate, or prepare derivative works from, to the Service; Register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with "SMS Add-in" (or any of its affiliates or licensors).
- Reverse engineer, disassemble, or decompile any software or otherwise attempt to discover any source code or trade secrets related to the Service, in any manner, except as permitted by Applicable law; or
- Remove, obscure, or alter any notice of copyright, trademark, or other proprietary right Appearing in or on any item included with the Service.
- We grant You a limited, revocable, nonexclusive, non-transferable, personal license to have an access to the Content for personal, non-commercial use only, subject to and conditioned on Your continued compliance with the terms specified herein.
- This license is granted solely to allow You to visit the "SMS Add-in" and to use the Services as permitted by this Agreement. You agree not to remove, alter or obscure any proprietary notices provided in or with the Content.

Prohibited Usage

The "SMS Add-in" and the Services are to be used only for lawful purposes. The "SMS Add-in" must not be used to send, post, distribute, display or present any information, software, data, file or material in violation of any Applicable law or regulation. You are not to use the "SMS Add-in" or the Services for the following:

- You may not use "SMS Add-in" service(s) for any illegal or unauthorized purpose which includes but is not limited to the acts specified in Clause on "Prohibited Uses" of this Agreement.
- Promote or convey provocative or prohibited contents which is illegal and harmful and that induces a conduct which is unlawful, defamatory, obscene, racial, offensive, pornographic or culturally offensive or otherwise reasonably and is likely to generate such conduct;
- Posting or Sending any pornographic content or pictures, engage in transmitting child pornographic materials or activities harmful to children;
- Provide any false, misleading or inaccurate information.
- Sending SMS to recipients who don't expect a SMS from you, or using "SMS Add-in" as a nuisance.;
- Indulge in identity theft, unauthorized advertising using "SMS Add-in" account;
- Upload or transmit any similar Applications including viruses, worms or other malicious code or programs designed to harm other computers or telecommunication devices;
- Infringe anyone's intellectual property rights, including copyrights, trademarks, patents and trade secrets. Infringe anyone's privacy or publicity rights, which include but are not limited to impersonating another person or entity or posting images of someone without their permission;
- Engage in activities which include but are not limited to hacking other computers or servers, including Our's; or violate any requirements, procedures, policies or rules of networks related to the system; Engage in any unlawful activity using credit cards;
- Falsely express or imply that "TimeParity" sponsors, endorses or is otherwise associated with You or Your content;
- Interfere or attempt to evade or disable the "SMS Add-in" or services, the proper working, the security features or the equipment connected to the "SMS Add-in" or the Services;
- Entail an excessively large load on the infrastructure of the "SMS Add-in" or Our systems or networks;
- Restrict or restrain any other person from using the "SMS Add-in" or the Services; Indulge in criminal or terrorist activity against any nation or society; or cause any threat or harassment to any person or public as a whole;
- Engage in any activity that restricts or inhibits any other "SMS Add-in" Account Holder from using or enjoying the Service;
- Violate this Agreement or encourage or assist anyone else to violate this Agreement.

Express Written Permission of "TimeParity" Is Required for You to Do Any of the Following:

- Use, duplicate, republish, upload, dispense, gather, revise, transmit, or post the Content or the "SMS Add-in" for commercial purposes;
 - Use of the brand name "TimeParity" or "SMS Gateway Connector Add-in".
 - Alter, eliminate, remove, supplement, add to, publish, transmit, participate in the transfer, rental or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part;
 - Access or attempt to access the "SMS Add-in" or collect or index information provided to "SMS Add-in" using any automated means, such as robots, spiders, scrapers, scripts, or similar means or equivalent manual processes;
- In addition to any remedies that "Time Parity" may have at law or in equity, if "Time Parity" reasonably determines that You have violated or are likely to violate the foregoing prohibitions, "Time Parity" may take any action it reasonably deems necessary to cure or prevent the violation, including, without limitation, the immediate removal of materials that violate the foregoing prohibitions from the "SMS Add-in".

Disclosure of Information

The terms of "Privacy Policy" which deals with disclosure of information has been incorporated by reference to this Agreement. You are requested to kindly refer to the "Privacy Policy" to understand the circumstances when "SMS Add-in" would disclose Your personal information.

"SMS Add-in" assures You that we will not process data about any identified or identifiable natural person that we obtain from You in a way incompatible with the purposes and other limitations which We describe in this Agreement.

"SMS Add-in" will take reasonable precautions to protect the information it obtains from You from our loss, misuse, unauthorized access or disclosure or use, or alteration or destruction, of that information. However, "SMS Add-in" will have no liability to You or any third party provided that such reasonable precautions are taken.

Administrative Access

- "SMS Add-in" will have access to Your accounts for administrative reasons.
- "SMS Add-in" expressly states that You must NOT commit any illegal or prohibited acts as specified in Clause on "Prohibited Uses" of this Agreement through Our "SMS Add-in".
- If You are found to be abusing our services for any illegal purposes, "SMS Add-in" reserves the right to disconnect Your account and ban You from further use of our services.

Reserved Rights

"SMS Add-in" reserves the following rights:

- To suspend or terminate the account of anyone who violates this Agreement;
- To change or alter the "SMS Add-in", the form and nature of the "SMS Add-in" or any Services provided through the "SMS Add-in", including requiring payment for some or all uses of the "SMS Add-in", at any time;
- To review, modify, filter, disable, delete and remove any and all content and information from the "SMS Add-in";
- To update automatically any software provided on or through the "SMS Add-in";
- To cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that We disclose information or content or information that You provide, or if We decide that such disclosure is in Our or its customer's best interests;
- To display advertising and promotions, which may be targeted to certain users or sections of the "SMS Add-in" based upon queries made or preferences indicated, and may not be identified as paid advertisements or promotions.

Term Validity

This Agreement Is Valid from The Date You:

- User (Admins) Installs / Uses "SMS Add-in" till the time when You decide to stop using the services offered by the "SMS Add-in" and completely uninstall the Add-ins from all webs.
- Cancellation, Suspension or Termination of Services

Pricing and Payment Plan

To the extent the Services are made available for a fee, you agree to pay all Applicable fees. As such, TimeParity reserves the right to increase or add new fees to any of its Services without advance notice. Your continued use of the Services after a price change becomes effective constitutes your agreement to pay the changed amount. All fees payable by you are exclusive of Applicable taxes and duties, including, without limitation, VAT and Applicable sales tax. You will provide such information to us as reasonably required to determine whether we are obligated to collect VAT from you. You are responsible for any charges imposed

on TimeParity by a carrier / SMS gateway provider related to government fees for telecommunications, including but not limited to, Universal Service Fund fees, if Applicable.

Any SMS Add-in account usage that occurred due to fraudulent attack(s) on your SharePoint Site or Application will be your own responsibility. TimeParity has no liability or responsibility towards any such attacks or traffic. Further, all costs related to usage of services in such a scenario will need to be paid for in full by you. TimeParity will provide reasonable assistance that you may require for any legal verification, that is within its responsibility and ability to do so. In such a scenario, this can affect the credit rating of your Company and any special privileges that TimeParity may be offering to your Company.

If you have any dispute with regards to fees associated with your account, please contact us through mail at support@timeparity.com within 90 days of the date of the activity that generated such dispute, and we will attempt to resolve the matter. Give us 30 days for a response.

Any and all refunds issued to resolve such a dispute shall be issued as credits to your account, but in no event shall there be any cash refunds. Disputes older than 90 days shall not be entitled to any refunds or credits.

Admins and End Users Account

"TimeParity" Can Suspend, Cancel or Terminate the Account of the End User of Add-in:

Without limiting its other remedies, "SMS Add-in" may immediately issue a warning, temporarily suspend, indefinitely suspend or immediately terminate this Agreement and Your access to the Add-in(s) if You fail to comply with any terms specified herein. "SMS Add-in" may take such actions without providing You prior notice and at its sole discretion.

"SMS Add-in" reserves the right, in its sole and exclusive discretion, to suspend or terminate Services to You upon receipt of any third party complaint that You have engaged in any activity that violates this Agreement, which may otherwise subject "SMS Add-in" to liability for any reason, or that may cause "SMS Add-in" to incur legal fees or other expenses.

Upon termination, those provisions of this Agreement that expressly or by their nature survive will continue in full force and effect.

Disclaimer of Warranties

- This clause shall be Applicable to the end users, any person visiting or accessing "SMS Add-in" who accepts this Agreement and to any User who has entered into "Agreement" related to the services provided herein.
- You expressly agree and understand that your activities through "SMS Add-in" account, including but not limited to downloading, uploading, transmitting, distributing any material, shall be at your sole discretion and at your sole risk. The services are provided "as is" and "as available" basis without warranty of any kind from the part of "SMS Add-in".
- "SMS Add-in", its officers, directors, employees, and agents disclaim all warranties, statutory, express or implied, including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. "SMS Add-in", its officers, directors, employees, and agents make no representations or warranties about:
- The accuracy, completeness, or content of any "SMS Add-in"s linked (through hyperlinks, banner advertising or otherwise) to this "SMS Add-in", and/or, The services found at this "SMS Add-in" or any "SMS Add-in"s linked (through hyperlinks, banner advertising or otherwise) to this "SMS Add-in", and "SMS Add-in" assumes no liability or responsibility for the same.
- YOU understand and agree that you are solely responsible in case of any damages or loss of data that may occur to your computer or system or any other equipment which resulted from using the services provided by "SMS Add-in".
- "SMS Add-in" further expressly disclaims all representations and warranties of any kind with respect to any materials uploaded, downloaded, transmitted or otherwise obtained through any other source including any websites or" SMS Add-in" itself.

- "SMS Add-in" does not review, edit, censor or take responsibility for any information that You, or other Users, may create, transmit, post, Add-in, distribute, display or present using the "SMS Add-in" or the Services.
- In addition, you specifically acknowledge and agree that no oral or written information or advice provided by "SMS Add-in", its officers, directors, employees, or agents will:
- Constitute legal or financial advice or,
- Create a warranty of any kind with respect to this "SMS Add-in" or the services found at this "SMS Add-in", and users should not rely on any such information or advice.
- Except as set forth in the Intellectual Property Policy (Incorporated by reference) "SMS Add-in" will not intervene or become involved in any disputes between the User and a third party, including, but not limited to, End users.
- You shall be liable for all the consequences and damages that arise as a result of Your violations of any part of the stipulations herein. "SMS Add-in" SHALL NOT BE RESPONSIBLE for any of your illegal activities and they shall have the right to recover any such damages from You, including attorney fees and costs related to any legal procedures associated with it.
- The foregoing disclaimer of representations and warranties shall Apply to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this "SMS Add-in" or the services found at this "SMS Add-in".

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE TIMEPARITY WEBSITE AND THE SMS GATEWAY CONNECTOR ADD-IN IS AT YOUR SOLE RISK. THE WEBSITE, THE SMS GATEWAY CONNECTOR ADD-IN AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, TIMEPARITY, ITS PARENT, SUBSIDIARY AND OTHER AFFILIATED COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "TIMEPARITY PARTIES"), EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE TIMEPARITY PARTIES MAKE NO WARRANTY THAT: (I) THE WEBSITE OR SMS GATEWAY CONNECTOR ADD-IN WILL MEET YOUR REQUIREMENTS; (II) THE WEBSITE AND SMS GATEWAY CONNECTOR ADD-IN WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) INFORMATION THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE WEBSITE OR SMS GATEWAY CONNECTOR ADD-IN WILL MEET YOUR EXPECTATIONS OR NEEDS; AND (V) ANY ERRORS IN THE WEBSITE OR SMS GATEWAY CONNECTOR ADD-IN WILL BE CORRECTED.

THE TIMEPARITY PARTIES SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE WEBSITE OR SMS GATEWAY CONNECTOR ADD-IN, INCLUDING ANY LIABILITY: (I) AS A PUBLISHER OF INFORMATION; (II) FOR ANY INCORRECT OR INACCURATE INFORMATION; (III) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF YOUR TRANSMISSIONS OR DATA; (IV) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (V) FOR ANY OTHER MATTER RELATING TO THIS WEBSITE, THE SMS GATEWAY CONNECTOR ADD-IN OR ANY THIRD PARTY WEBSITE. THIS IS A

COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TIMEPARITY AND YOU. THE PRODUCTS, INFORMATION AND SERVICES OFFERED ON AND THROUGH THE WEBSITE AND THE SMS GATEWAY CONNECTOR ADD-IN WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

NOTWITHSTANDING THE FOREGOING, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF THE TIMEPARITY PARTIES FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR ANY PRODUCT, INFORMATION OR SERVICE PURCHASED BY YOU FROM TIMEPARITY VIA THIS WEBSITE OR THE SMS GATEWAY CONNECTOR ADD-IN WITHIN THE PREVIOUS SEVEN (7) DAYS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU.

THE WEBSITE AND THE SMS GATEWAY CONNECTOR ADD-IN DOES NOT AND IS NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY EMERGENCY SERVICES. "EMERGENCY SERVICES SHALL MEAN SERVICES THAT ALLOW A USER TO CONNECT WITH EMERGENCY SERVICES PERSONNEL OR PUBLIC SAFETY ANSWERING POINTS SUCH AS 911 OR E911 SERVICES IN UNITED STATES, 100 OR 101 SERVICES IN INDIA." NEITHER TIMEPARITY NOR ITS OFFICERS, EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS (AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING FROM OR RELATING TO YOUR INABILITY TO USE TIMEPARITY OR ITS SERVICES TO CONTACT ANY EMERGENCY SERVICES, OR YOUR FAILURE TO MAKE ADDITIONAL ARRANGEMENTS TO ACCESS EMERGENCY SERVICES.

Indemnification

You agree to indemnify and hold harmless "SMS Add-in", its affiliates, members, officers, directors, employees, agents, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related in any way to:

- Your use of the "SMS Add-in" and Services and Products offered by TimeParity,
- Your submission, posting, transmittal or any other use of any Information, Content and/or any other materials or content,
- Your violation of this Agreement,
- Your violation of any law or regulation, or violation of any proprietary or privacy right,
- Your violation of any third party intellectual property right, including, without limitation, copyright, patent, trademark or trade secret; or Any claim that Your information or submission of any other information or content by You caused damage to a third party.
- This indemnification obligation will survive this Agreement.

Your Representations and Warranties

By using the "SMS Add-in", the Services or the Content You represent and warrant that:

- You are 18 years of age or older, an emancipated minor or the parent or guardian of a minor who You are authorizing to use the "SMS Add-in" and the Services;
- You understand and agree that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the "SMS Add-in" and the Services in a manner consistent with all laws and regulations and in accordance with the terms and conditions of this Agreement;
- You are authorized to sign for and bind the person or entity using the "SMS Add-in" or the Services;
- You will provide only true, accurate, complete and current information to "SMS Add-in"; and
- You will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers, or otherwise conceal Your identity from "SMS Add-in" or in any material that You post or submit on the "SMS Add-in" for any purpose.

Assignment

You may not assign this Agreement or any part of this Agreement without the express written consent of "TimeParity". Any purported or attempted assignment or other transfer or delegation in violation of this Agreement shall be null and void. You agree that "SMS Add-in" may assign this Agreement or any part of this Agreement at any time and for any reason without Your consent.

Modification

"SMS Add-in" has sole and complete authority to modify and amend the Terms of Service with or without any notice to You in this regard.

Incorporation of Policies

Intellectual Property Policy and the Privacy Policy referred to in this Agreement constitute an integral part of this Agreement and are incorporated herein by this reference.

Governing Law & Jurisdiction

This Agreement and its interpretation hereunder and all suits and special proceedings hereunder shall be construed in accordance with the Applicable Indian laws and any dispute arising shall be governed by the same. The District Courts in Coimbatore, Tamilnadu, India shall have jurisdiction to try and decide any matter arising out of and related to this Agreement. The Parties unconditionally submit to the jurisdiction of Coimbatore District, Tamilnadu, India, for settlement of any dispute or enforcement if any right under this Agreement.