### **TERMS & CONDITIONS**

THIS IS AN AGREEMENT BETWEEN YOU OR THE INDIVIDUAL THAT YOU REPRESENT (hereinafter "You" or "Your") AND ANMsoft Technologies Pvt Ltd (hereinafter "ANMsoft") administrating your use of TRAVEL BUSINESS ACCOUNTING SOFTWARE -SUBSCRIPTION MODULE. PARTS OF THIS AGREEMENT

This Agreement consists of the following terms and conditions (hereinafter the "General Terms") and terms and conditions, if any, specific to use of individual Services (hereinafter the "Service Specific Terms"). The General Terms and Service Specific Terms are jointly mentioned to as the "Terms". In the event of disagreement between the General Terms and Service Specific Terms, the Service Specific Terms shall exist. RECOGNITION OF THE TERMS

You must be of legal age to enter into a required contract in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the related Service. You can accept the Terms by checking a checkbox or clicking on a button representing your approval of the conditions or by actually using the Services. EXPLANATION OF SERVICE

We provide Travel Accounting - A Subscription Based Service on monthly OR yearly basis, you may use the Services for your personal and business use or for internal business purpose of your organization. You may connect to the Services using any Internet browser supported by the Services. You are accountable for finding access to the Internet and the equipment essential to use the Services.

#### USER SIGN UP REQUIREMENTS

You need to sign up for a user account by providing all required data in order to access or use the Services. If you represent an company and wish to use the Services for corporate internal use, we recommend that you, and all other users from your company, sign up for user accounts by providing your corporate contact information. In particular, we suggest that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as pressed by the sign up process; and b) maintain and promptly update the information delivered during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if ANMsoft has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, ANMsoft may end your user account and refuse current or future use of any or all of the Services.

# ANMSOFT'S CUSTOMER SATISFACTION POLICY

At ANMsoft we strive to create quality software that you enjoy using for your business or professional life. You have a number of choices and we appreciate you giving us your business. Thank You. We have created this policy that details what we will do should we fail to meet your expectations.

Monthly Subscriptions: If within 7 days during your first month using our service you are dissatisfied, please contact us. We will do our best to address your issue, provide a work around or give a timeline for a solution that will meet your needs.

Annual Subscriptions: We prefer to give you the flexibility to choose. In exchange for you signing up for an annual up-front commitment, we offer you a significant discount over the already-low monthly subscription cost. If at any time during your first 14 days using our service you are dissatisfied, please contact us. We will do our best to address your issue, provide a work around or give a timeline for a solution that will meet your needs.

### Spamming and Illegal Activities

You agree to be only responsible for the contents of your program through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another.

You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

# INACTIVE USER ACCOUNTS POLICY

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 60 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

# DATA OWNERSHIP

We respect your right to ownership of content created or added by you. You own the content created or stored by you. Unless specially allowed by you, your use of the Services does not grant ANMsoft the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for ANMsoft's commercial, marketing or any similar purpose. But you grant ANMsoft permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as

required for the purpose of providing the Services to you. Post termination of Travel Accounting Contract, you are hereby advised to collect all the data within 30 days. After 30 days we are not liable for data loss.

# TRADEMARK

ANMsoft, ANMsoft logo, the names of individual Services and their logos are trademarks of ANMSOFT Corporation. You agree not to display or use, in any manner, the ANMsoft trademarks, without Anmsoft's prior permission.

# DISCLAIMER OF WARRANTIES

You clearly understand and agree that the use of the services is at your sole risk. The services are provided on an as-is-and-as-available basis. ANMsoft expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. ANMsoft makes no warranty that the services will be uninterrupted, timely, secure, or error free. Use of any material downloaded or obtained through the use of the services shall be at your own judgment and risk and you will be solely accountable for any damage to your computer system, wireless device or data that results from the use of the services or the download of any such material. No advice or information, whether written or oral, obtained by you from ANMsoft, its employees or representatives shall create any warranty not expressly stated in the terms.

# LIMITATION OF ACCOUNTABILITY

You agree that ANMSoft shall, in no event, be legally responsible for any major, incidental, indirect, special, disciplinary, or other loss or damage whatsoever or for loss of business profits, business disruption, computer failure, loss of business information, or other loss occurring out of or caused by your use of or failure to use the service, even if ANMsoft has been advised of the possibility of such damage. In no event shall ANMsoft's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards such service.

# GUARANTEE

You agree to guarantee and hold harmless ANMsoft, its officers, directors, employees, suppliers, and members, from and against any losses, damages, fines and expenses (including Lawyer's Fees and Costs) occur out of or relating to any claims that you have used the Services in breach of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is approved by ANMsoft.

# SUSPENSION AND TERMINATION

We may suspend your user account or for the short term stop access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or immobilize of user accounts should be made to

<u>info@anmsoft.com</u> within 30 days of being notified about the suspension. We may terminate a suspended or disabled user account after 30 days. We will also terminate your user account on your request.

You have the right to terminate your user account if ANMsoft breaches its obligations under these terms. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

#### FEES AND PAYMENTS

The Services are available under subscription plans of various duration. Your subscription will not be automatically renewed at the end of each subscription period unless wish to renew the subscription.

### END OF TERMS OF CONDITION

If you have any Questions or Concerns regarding this Agreement, Please Contact Us at https://www.anmsoft.com/.