



TERMS AND CONDITIONS

This site is operated by Nimble e-solutions (The “Company”).

The Company is registered in India and has our registered office at Mayur Colony Road, Shivashakti Society, Kai Pu Bha Bhawe Marge, Mrutyunjay Colony, Anand Nagar, Kothrud, Pune, Maharashtra 411038.

1. Terms of website use and acceptable use of policy

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website (“our site”), whether as a guest or a registered user and applies to all users of this site. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and acceptable use policy and that you agree to abide by these terms and all policies applicable to the use of this site. If you do not agree to these terms of use, please refrain from using our site.

2. Information about us

This site is operated by Nimble e-solutions. We provide services to enhance user experience to boost e-commerce and provide end to end software solutions based on specific needs. We, at Nimble e-solutions are very confident of the resounding success that our projects/services will garner. At the same time we are aware and fully prepared to overcome any type of hurdles that we might face in our endeavor.

3. Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.



- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To knowingly send, receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use as set out herein.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site
 - any equipment or network on which our site is stored
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party

4. Accessing our site



Access to our site is permitted on a temporary basis and the Company reserves the right to withdraw or amend the service the Company provides on our site without notice (see below). The Company will not be liable if for any reason our site is unavailable at any time or for any period. From time to time the Company may restrict access to some parts of our site, or our entire site, to users .

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and that they comply with them.

5. Intellectual property rights

The Company is the owner or the licensee of all intellectual property rights in our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not modify, download any materials or must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text present on the website. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged .

You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

6. Reliance on information posted



Commentary and service descriptions and other materials posted on our site are not intended to amount to advice on which reliance should be placed. The Company therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

7. Our site changes regularly

The Company aims to update our site regularly, and may change the content at any time. If the need arises, The Company may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time and The Company are/is under no obligation to update such material.

8. Suspension and termination

The Company will determine, in our discretion, whether there has been a breach of these terms and conditions through your use of our site. When a breach of these terms and conditions has occurred, the Company may take such action as the Company deems appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting uploaded by you to our site.
- Issue of a warning to you.



- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

Disclosure of such information to law enforcement authorities as the Company reasonably feels is necessary. The Company excludes liability for actions taken in response to breaches of these terms and conditions. The responses described in this policy are not limited and the Company may take any other action we reasonably deem appropriate

9. Limitation of Liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, The Company, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;



- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- Or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

10. Information about you and your visits to our site

The Company process information about you in accordance with our privacy policy and in compliance with the Data Protection Act. By using our site, you consent to such processing and you warrant that all data provided by you is accurate

11. Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.



By breaching this provision, you would commit a criminal offence under the law, The Company will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

The Company will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it

12. Jurisdiction and applicable law

All disputes shall be subject to the jurisdiction of the Courts in **Pune** (India). The Company however, may, in its absolute discretion commence any legal action or proceedings arising out of these terms in any other court, tribunal or other appropriate forum, and the User hereby consents to that jurisdiction.

13. Trade marks

We reserve all of our rights to all of the graphic image and text, any other images, our trade names and trademarks, and any intellectual property rights. Our trade names, trademarks, logos and service names and similar proprietary marks shall not be reprinted or displayed in any form inconsistent with the Company's business interests. The Company reserves the right to demand the discontinuation of any improper use at any time.

14. Variations



The Company may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes The Company has made, as they are legally binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

15. Indemnification and Release

By accessing the www.nimble-esolutions.com website, you agree to indemnify and hold harmless THE COMPANY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS from any and all claims, suits, actions, demands, damages, liabilities, losses, and expenses, including attorneys' fees, arising from or related to (i) your use of our website and/or any materials or services, available through our website, and/or (ii) your breach of this terms of use Agreement. In addition, you hereby release THE COMPANY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY AND ALL MANNER OF LIABILITY, CLAIMS, COUNTERCLAIMS, DEMANDS, SETOFFS, DAMAGES, OR CAUSES OF ACTION, WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ACCRUE, WHETHER HERETOFORE ASSERTED OR UNASSERTED, KNOWN OR UNKNOWN, ARISING OUT OF, OR IN ANY WAY RELATING TO (i) your use of our website, and/or (ii) any materials or services made available on our website. You hereby agree to waive all laws that may limit the efficacy of such releases.

16. Copyright notice

The Company strictly follows Intellectual Property Right laws and other relevant regulatios. The content contained in this website is governed by the Copyright

Laws of India and all copyrights owned by the Company. Without the prior written consent of the Company, no person shall use any of the contents on this website in any way modify, copy, perform, upload, distribute, broadcast, super link connection or send to other servers, stored in an information retrieval system, or the use of any other commercial purposes.

17. Your concerns

If you have any concerns about material which appears on our site, please contact **at** info@nimble-esolutions.com

Thank you for visiting our site.