

BeUnited (cloud based solution by Co-Op Technoserve) Privacy Policy and Terms of Service

BeUnited is a cloud based solution designed, developed and solely owned by Co-Op Technoserve . BeUnited cloud solution includes its web portal www.beunited.co-optech.in and related mobile applications. BeUnited (by Co-Op Technoserve) provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated / modified / changed by us from time to time without any notice to its users.

Your access to and use of BeUnited is subject exclusively to these Terms and Conditions. You will not use the Website/mobile application/cloud solution for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the solution you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/mobile application/cloud solution.

Description of Service

Co-Op Technoserve provides a private communication and management cloud based solution BeUnited for the digital management and communication of communities , groups or organizations.

Co-Op Technoserve privacy policy

Personal information about you are subject to our Privacy Policy. Your personal information belongs to you. We collect this type of information when you provide it, but we do NOT rent or sell information concerning our customers to third parties for ANY reason.

Links to third party Website/mobile application/cloud solutions

BeUnited website/mobile application/cloud solution may include links to third party websites/mobile applications/cloud solutions that are controlled and maintained by others. Any link to other websites/mobile applications/cloud solutions is not an endorsement of such websites/mobile applications/cloud solutions and you acknowledge and agree that we are not responsible for the content or availability of any such sites/mobile applications/cloud solutions.

User Account, Password and Security

After you create your account, you are responsible for maintaining the confidentiality of your account and are fully responsible for all activities that occur under your account.

You hereby agree to; immediately notify Co-Op Technoserve of any unauthorized use of your credentials, and protect your account information by ensuring that you exit from your account at the end of each session using the Logout link. Co-Op Technoserve cannot and will not be liable for any consequence arising from your failure to comply with this Section.

Co-Op Technoserve Property Right

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Co-Op Technoserve, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part. You also agree not to extract the code or reverse-engineer it in anyway. Any attempt at hacking or unlawful use of BeUnited solution can and will invite the maximum prosecution allowable under the law.

Abuse of Service

You understand that all information (such as data files, written text, audio files, images or any other media) which you may have access to as part of, or through your use of BeUnited are the sole responsibility of the person from which such content originated. Co-Op Technoserve takes no responsibility for abusive content, and it is the responsibility of the users to regulate such content, Co-Op Technoserve reserves the right to suspend its service to users involving in service abuse. Co-Op Technoserve takes no responsibility for any data generated within BeUnited and published or distributed outside by the user.

No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the service, use of the Service, or access to the Service.

Modification to service

Co-Op Technoserve reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof). This will take place with notice and adequate time given to you, so that you may retain the information assets created by you on BeUnited . Beyond the time given, you agree that Co-Op Technoserve shall not be liable to you or to any third party.

Limitation of Liability

In no event shall either party's aggregate liability arising out of or related to these Terms/Agreement, whether in contract, misdemeanour or under any other theory of

liability, exceed the total amount paid by you under the current active agreement/subscription plan.

How you may use our marks

The Co-Op Technoserve company names and logos and all related products and service names, design marks and slogans are trademarks and service marks owned by and used under license from Co-Op Technoserve. All other trademarks and service marks herein are the property of their respective owners. All copies that you make of the Materials on any of the Platforms must bear any copyright, trademark or other proprietary notice located on the respective Platforms that pertains to the material being copied. You are not authorized to use any BeUnited/ Co-Op Technoserve name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of Co-Op Technoserve. Requests for authorization should be made to BeUnitedcare@co-optech.in.

List of Prohibited items

Users of BeUnited are prohibited from aiding in the sale /exchange of any items mentioned in the below list. The list is partial in nature and the same will be modified / updated as and when any items become prohibited by law and or brought to the notice of Co-Op Technoserve . Airline tickets that restrict transfer, other unauthorized ticket sale - Alcohol or tobacco products - Blood, bodily fluids or body parts - Bulk email or mailing lists that contain names, addresses, phone numbers, or other personal identifying information - Burglary tools, including but not limited to lock-picks or motor vehicle master keys - Controlled substances or illegal drugs, substances and items used to manufacture controlled substances and drug paraphernalia -Counterfeit currency, coins and stamps, tickets, as well as equipment designed to make them - Counterfeit, replica, or knock-off brand name goods - Coupons or gift cards that restrict transfer, other unauthorized coupons or gift cards - False identification cards, forged certificates - Fireworks, firearms and explosives - Gambling items, including but not limited to lottery tickets - Material that infringes copyright, including but not limited to software or other unauthorized digital goods sale - Pornography - Pet animal parts, blood, or fluids - Prescription drugs and medical devices, including but not limited to prescription or contact lenses, defibrillators, hypodermic needles or hearing aids - Stolen property, or property with serial number removed or altered. Co-Op Technoserve reserves the right to add any items in the above list as and when prohibited by law.

Modification to Service

Its the right of Co-Op Technoserve to modify / discontinue, temporarily or permanently, the Service (or any part thereof) / module. However, an adequate notice will be given to you, so that you may retain the information assets created by you on

BeUnited. Beside the time /notice given, you agree that Co-Op Technoserve. shall not be liable to you or to any third party in any manner whatsoever.

Content Disclaimer

Co-Op Technoserve communicates information provided and created by advertisers, content partners, software developers, publishers, marketing agents, employees, users, resellers and other third parties. While every attempt has been made to ascertain the authenticity of the content on the platforms, Co-Op Technoserve has no control over content, the accuracy of such content, integrity or quality of such content and the information on our pages, and material on the Platforms may include technical inaccuracies or typographical errors, and we make no guarantees, nor can we be responsible for any such information, including its authenticity, currency, content, quality, copyright compliance or legality, or any other intellectual property rights compliance, or any resulting loss or damage. Further, we are not liable for any kind of damages, losses or action arising directly or indirectly due to any content, including any errors or omissions in any content, access and/or use of the content on the Platforms or any of them including but not limited to content based decisions resulting in loss of data, revenue, profits, property, infection by viruses etc. All rights, title and interest including trademarks and copyrights in respect of the domain name and Platforms content hosted on the Platforms are reserved with Co-Op Technoserve. Users are permitted to read, print or download text, data and/or graphics from the Website/mobile application/cloud solution or any other Platforms for their personal use only. Unauthorized access, reproduction, redistribution, transmission and/or dealing with any information contained in the Platforms in any other manner, either in whole or in part, are strictly prohibited, failing which strict legal action will be initiated against such users. Links to external Internet sites may be provided within the content on Website/mobile application/cloud solution or other Platforms as a convenience to users. The listing of an external site does not imply endorsement of the site by Co-Op Technoserve or its affiliates. Co-Op Technoserve does not make any representations regarding the availability and performance of its Platforms or any of the external websites/mobile applications/cloud solutions to which we provide links. When you click on advertiser banners, sponsor links, or other external links from the Website/mobile application/cloud solution or other Platforms, your browser automatically may direct you to a new browser window that is not hosted or controlled by Co-Op Technoserve. Co-Op Technoserve and its affiliates are not responsible for the content, functionality, authenticity or technological safety of these external sites. We reserve the right to disable links to or from third-party sites to any of our Platforms, although we are under no obligation to do so. This right to disable links includes links to or from advertisers, sponsors, and content partners that may use our Marks as part of a co-branding relationship.

Some external links may produce information that some people find objectionable, inappropriate, or offensive. We are not responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any externally linked websites/mobile applications/cloud solutions. We do not fully screen or investigate

business listing websites/mobile applications/cloud solutions before or after including them in directory listings that become part of the Materials on our Platforms, and we make no representation and assume no responsibility concerning the content that third parties submit to become listed in any of these directories. All those sections in the Platforms that invite reader participation will contain views, opinion, suggestion, comments and other information provided by the general public, and Co-Op Technoserve will at no point of time be responsible for the accuracy or correctness of such information. Co-Op Technoserve reserves the absolute right to accept/reject information from readers and/or advertisements from advertisers and impose/relax Platforms access rules and regulations for any user(s).

Co-Op Technoserve also reserves the right to impose/change the access regulations of the Platforms, whether in terms of access fee, timings, equipment, access restrictions or otherwise, which shall be posted from time to time under these terms and conditions. It is the responsibility of users to refer to these terms and conditions each time they use the Platforms.

While every attempt has been made to ascertain the authenticity of the content in the Platforms, Co-Op Technoserve is not liable for any kind of damages, losses or action arising directly or indirectly, due to access and/or use of the content in the Platforms including but not limited to any decisions based on content in the Platforms resulting in loss of data, revenue, profits, property, infection by viruses etc.

Indemnification

You agree to indemnify and hold Co-Op Technoserve. and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from all liabilities, legal fees, damages, losses, costs and any other expenses in relation or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity. These obligations will survive any termination of the Terms.

Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

Limitation of Liability

In no event shall either party's aggregate liability arising out of or related to these Terms/Agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid by you under the current active agreement/subscription plan.

Promotional Offers

The promotional offers as may be decided by the company from time to time will be for the limited period and company is not bound to extend those and or similar benefits to their subscriber.

The company may at its own discretion may extend / curtail the offer period / terms and condition as may be required without any information.

Anyone who avails the promotional offers of the company will be not be responsible in any manner whatsoever for the details / contents / data provided by the subscriber. It will be responsibility for the subscriber to ensure the accuracy of the data / contents.

Subscriber may be required to provide the mobile nos / email address of their members (including the DND) which may be used by the company to send transitional / promotional messages to the subscriber and their members.