

### Saviance Technologies

#### 1. Introduction.

This document sets forth the terms and conditions ("Terms and Conditions") governing your use of this website, which incorporates and or permits access to computer software owned by Saviance Technologies, Inc. (including its affiliated companies and subsidiaries, collectively "SFI") (collectively the "Web Site") and the information and services made available on and through the Web Site. Please read this page carefully. These Terms and Conditions, when agreed to by you, will form a binding Agreement between you and SFI.

#### 2. Acceptance of Terms and Conditions of Use.

Your use of the Web Site indicates your acceptance of these Terms and Conditions. If you do not accept these Terms and Conditions, you may not use the Web Site. From time to time these Terms and Conditions may be revised by updating this document and posting it on the Web Site. It is your obligation to review these Terms and Conditions from time to time. Your continued use of the Web Site will constitute your agreement to the most current version of these Terms and Conditions. If at any time you do not agree to these Terms and Conditions, you must cease your use of this Web Site.

#### 3. Termination of Access.

The use of this Web Site and its services is a privilege. SFI reserves the right to suspend your use of this Web Site for any reason at any time, in its sole discretion.

#### 4. Definitions.

For the purposes of this Agreement, the following definitions apply:

"Content" includes all Text, Graphics, Design and Programming used on the Web Site.

"Design" includes the color combinations and the page layout of the Web Site.

"Document" means all articles, papers and any other written documents that are made available to Users via the Web Site.

"Graphics" includes all logos, buttons, and other graphical elements on the Web Site, with the exception of paid advertising banners.

"Invoices" refers to itemized bills for goods or services which are uploaded to the Web Site for access by designated Users.

"Programming" includes both client-side code (including but not limited to HTML, JavaScript, etc.) and server-side code (including but not limited to Active Server Pages, VBScript, databases, etc.) used on the Web Site.

"Text" includes all text on every page of the Web Site, whether editorial, navigational, or instructional.

"User" refers to any individual who uses any aspect of the Web Site or its services.

"You" refers to the person accessing the Web Site and agreeing to these Terms and Conditions.

## **5. Intellectual Property Rights.**

### **a. Content.**

All Content on the Web Site is the sole property of SFI and/or other third parties and is protected by U.S. copyright and international treaties. SFI authorizes you to view and download a single copy of the Content on the Web Site solely for internal use only. You may not reproduce, modify, display, sell, or distribute the Content, or use it in any other way for public or commercial purpose. The foregoing limitations include, but are not limited to, copying or adapting the HTML code used to generate Web pages on the Web Site, as well as any Graphics. Content does not include any copyrighted material of said third parties or any data that is displayed on the Web Site. The ownership of copyrighted material of any third party or data that is displayed or accessed on the Web resides solely said third party or its licensors.

The "look" and "feel" of the Web Site (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by U.S. copyright law. All product names, names of services, trademarks and service marks ("Marks") are the property of SFI or the property of their respective owners, as indicated. You may not use the Marks for any purpose whatsoever other than as permitted by these Terms and Conditions.

### **b. Documents.**

All Documents on the Web Site are the sole property of SFI and are protected by U.S. copyright and international treaties. SFI authorizes you to view, access, download, use and redistribute the Documents provided that: (i) the copyright notice below appears in all copies, (ii) the Documents are circulated in their entirety and are not altered, modified, or excerpted from, (iii) use of such Documents shall not be used for any commercial purpose except on behalf of SFI.

**c. Invoices.** If you are so permitted, you may upload Invoices onto the Web Site to be accessed by other Users who are authorized to access said Invoices. SFI assumes no responsibility for inaccuracies in the Invoices, the unavailability of any Invoices at any given time, or unauthorized access of the Invoices. Any User who downloads Invoices must be the intended recipient of the Invoice and have the requisite authority to do so. By downloading an Invoice, you are representing that you have the authority to access said Invoice.

## **6. Acceptable Use of the Web Site.**

You may use the Web Site for the purpose of obtaining information pertaining to your business or the services provided by SFI. The Web Site may be used only for this purpose and within the context of the services and information set forth on the Web Site.

The information displayed on the Web Site may not be used for any purpose except in connection with your direct use of the Web Site as permitted by these Terms and Conditions, and may not be excerpted, summarized, duplicated or otherwise

removed from the Web Site. In addition, you represent, warrant and agree that you will not use (or plan, encourage or help others to use) the Web Site for any purpose or in any manner that is prohibited by these

Terms and Conditions or by applicable law. Your use of the Web Site is also subject to the following restrictions:

- a. Communications with Users on behalf of or for the benefit of a competitor of SFI is expressly prohibited;
- b. Communications with third parties for the purposes of enabling said third parties to directly or indirectly develop any product or services based upon the Web Site, or to otherwise violate these Terms and Conditions;

## **7. Disclaimer of Warranties and Limitations of Liability.**

Your agreement to the following disclaimers and limitations are a material inducement to SFI to permit you to access the Web Site. Your use of the Web Site, and the obligations and liabilities of SFI in respect of your use of the Web Site, is expressly limited as follows:

### **a. Conduct of Users.**

SFI assumes no responsibility for the activities or conduct of Users.

### **B. Disclaimer of warranties.**

The web site is provided "as is" and without any warranty whatsoever. Sfi disclaims any and all express and implied warranties whatsoever, including without limitation, the warranties of merchantability, title, non-infringement of third parties rights, and fitness for particular purpose.

### **C. Limitation of liability.**

In no event shall sfi be liable for any damages whatsoever, including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data, lost employment opportunity, or business interruption, resulting from the use of or access to, or the inability to use or access, the web site, whether based on warranty, contract, tort, or any other legal theory, and whether or not sfi is advised of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or limitation or liability for consequential or incidental damages, the limitations set forth in this paragraph may not apply to you. If the limitations set forth in the preceding paragraph are held inapplicable or unenforceable for any reason, then the maximum liability of sfi to you for any type of damages shall be limited to u.s. \$100.00.

**d. Indemnification.** You agree to indemnify, defend and hold harmless SFI from and against any and all liability, claims, causes of actions, damages, costs and expenses, including but not limited to, attorneys fees and costs of suit, arising out of your breach of these Terms and Conditions.

**8. General.** These Terms and conditions are governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms and Conditions shall lie exclusively with the state and federal courts within the State of New Jersey. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. The failure of SFI to enforce any term or condition of these Terms and Conditions shall not be deemed a waiver thereof and shall not prevent its later enforcement.



#### About Saviance Technologies:

Saviance Technologies offers the complete spectrum of Strategic Staffing, IT Consulting and Business Process Outsourcing (BPO) services to its clients.

The company has a cost effective, scalable and innovative business model, which provides flexibility for 24x7 operations.

Our Center of Excellence for Web Development delivers high quality, cost effective, world class solutions for startups, non-profits and enterprise organizations. We use open source frameworks for building agile, scalable and robust database backed web applications. We focus on an innovative and flexible engagement model with our clients using strong processes, best practices and Six Sigma methodology.

#### Saviance Technologies Office:

Saviance Technologies Pvt. Ltd.  
501, Tower B, Millennium Plaza.  
Sushant Lok 1, Gurgaon - 122002 (Haryana)  
Tel.: +91 0124-4200210  
Email: [info@saviance.com](mailto:info@saviance.com)