

TERMS & CONDITION OF SERVICE

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

360 Technology & Service (Website-<https://360techservice.com/>) is a technology brand of “360 Business & Services” (Principal Company)

This Terms of Service Agreement (the “Agreement”) governs your use of this website, <https://360techservice.com/> (the “Website”), 360 Technology & Service (“Business Name”) offer of products and service for Website Design and Execution and Digital Marketing on this Website, or services available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. 360 Technology & Service reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. 360 Technology & Service will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. 360 Technology & Service encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with 360 Technology & Service for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

PRODUCTS

Terms of Offer. This Website offers for sale certain products/providing the services (the “Products/ service”). By placing an order for Products through this Website - <https://360techservice.com/> Directly, you agree to the terms set forth in this Agreement.

Proprietary Rights – 360 Technology & Service has proprietary rights and trade secrets in the Products/Services. You may not copy, reproduce, resell or redistribute any Product/Service manufactured and/or distributed by 360 Technology & Service. 360 Technology & Service also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

RETURNS AND EXCHANGE

SERVICE CANCELLATION: 360 Technology & Service will not accept any cancellation from the clients. If client wishes to cancel the service request, the advance amount paid will not be refunded. All websites designed and developed by 360 Technology & Service are customized according to particulars provided by the client, if the client is not satisfied by the design and development, 360 Technology & Service will provide 2 additional revisions for the website before the site has been developed. If the client is inactive for more than 15 days the project will be considered as cancelled and the amount paid will not be refunded.

WEBSITE

Content; Intellectual Property; Third Party Links. In addition to making Products available, this Website also offers information and marketing materials. This Website also offers information, both directly and through indirect links to third-party websites. 360 Technology & Service does not always create the information offered on this Website; instead, the information is often gathered from other sources. To the extent that 360 Technology & Service does create the content on this Website, such content is protected by intellectual property laws of India, foreign nations, and international bodies. Unauthorized use of the material may violate copyright, trademark, and/or other laws. You acknowledge that your use of the content on this Website is for personal, noncommercial use. Any links to third-party websites are provided solely as a convenience to you.

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Conditions for Free Domain & Hosting :

In terms of free domain and hosting, we will make the choice for you/your company. If a client wants to get the domain name of their choice, they will be charged according to the official rate of the domain & hosting.

III. DISCLAIMER OF WARRANTIES

YOUR USE OF THIS WEBSITE AND/OR SERVICES ARE AT YOUR SOLE RISK. THE WEBSITE AND PRODUCTS ARE OFFERED ON AN “AS IS” AND “AS AVAILABLE” BASIS. 360 TECHNOLOGY & SERVICE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR WEBSITE CONTENT, OR ANY RELIANCE UPON OR USE OF THE WEBSITE CONTENT OR PRODUCTS/SERVICES. (“PRODUCTS” INCLUDE TRIAL PRODUCTS.)

- WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, 360 TECHNOLOGY & SERVICE MAKES NO WARRANTY:
- THAT THE INFORMATION PROVIDED ON THIS WEBSITE IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.
- THAT THE LINKS TO THIRD-PARTY WEBSITES ARE TO INFORMATION THAT IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THIS WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR THAT DEFECTS IN PRODUCTS WILL BE CORRECTED.
- REGARDING ANY PRODUCTS PURCHASED OR SERVICE OBTAINED THROUGH THE WEBSITE.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

360 TECHNOLOGY & SERVICE ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE CONTENT AND PRODUCTS AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY

LIMITED TO THE AMOUNT YOU PAID, LESS SHIPPING AND HANDLING, FOR PRODUCTS PURCHASED VIA THE WEBSITE / DIRECTLY THROUGH 360 TECHNOLOGY & SERVICE.

360 TECHNOLOGY & SERVICE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS IN ANY MANNER, INCLUDING LIABILITIES RESULTING FROM (1) THE USE OR THE INABILITY TO USE THE WEBSITE CONTENT OR PRODUCTS; (2) THE COST OF PROCURING SUBSTITUTE PRODUCTS OR CONTENT; (3) ANY PRODUCTS PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (4) ANY LOST PROFITS YOU ALLEGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You will release, indemnify, defend and hold harmless 360 Technology & Service, and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (1) this Agreement or the breach of your warranties, representations and obligations under this Agreement; (2) the Website content or your use of the Website content; (3) the Products or your use of the Products (including Trial Products); (4) any intellectual property or other proprietary right of any person or entity; (5) your violation of any provision of this Agreement; or (6) any information or data you supplied to 360 Technology & Service. When 360 Technology & Service is threatened with suit or sued by a third party, 360

Technology & Service may seek written assurances from you concerning your promise to indemnify 360 Technology & Service; your failure to provide such assurances may be considered by 360 Technology & Service to be a material breach of this Agreement. 360 Technology & Service will have the right to participate in any defense by you of a third-party claim related to your use of any of the Website content or Products, with counsel of 360 Technology & Service choice at its expense. 360 Technology & Service will reasonably cooperate in any defense by you of a third-party claim at your request and expense. You will have sole responsibility to defend 360 Technology & Service against any claim, but you must receive 360 Technology & Service prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this Agreement or your use of the Website or Products.

AGREEMENT TO BE BOUND

By using this Website or ordering Products, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.

GENERAL :

Force Majeure. 360 Technology & Service will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott.

Cessation of Operation. 360 Technology & Service may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and distribution of the Products.

Entire Agreement. This Agreement comprises the entire agreement between you and 360 Technology & Service and supersedes any prior agreements pertaining to the subject matter contained herein.

Effect of Waiver. The failure of 360 Technology & Service to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Governing Law; Jurisdiction. This Website / Business originates from Kolkata, WB. This Agreement will be governed by the laws of the State of West Bengal without regard to its conflict of law principles to the contrary. Neither you nor 360 Technology & Service will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Karnataka. By using this Website or ordering Products/services, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Products or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Waiver of Class Action Rights. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

Termination. 360 Technology & Service reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and 360 Technology & Service may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Products. If your access to the Website is terminated,

360 Technology & Service reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until 360 Technology & Service chooses, in its sole discretion and without advance to you, to terminate it.

Domestic Use. 360 Technology & Service makes no representation that the Website or Products are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

Assignment. You may not assign your rights and obligations under this Agreement to anyone. 360 Technology & Service may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

BY USING THIS WEBSITE OR ORDERING PRODUCTS / SERVICE FROM THIS WEBSITE / DIRECTLY BY 360 TECHNOLOGY & SERVICE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.