

Newgen CFO Terms of Use

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This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that requires publishing the rules and regulations, privacy policy and terms of use for access or usage of the <https://newgencfo.in/> website.

Newgen DigitalWorks Private Limited, is a private limited company having its registered office at No.4, First Floor, G3 Buildings, Barathi Nagar Cross Street, Thiruvanmiyur - 600041 (hereinafter referred to as “**We**”, “**Us**”, or “**Our**”, which expression shall mean and include its affiliates, successors and permitted assigns). Your (“**You**” or “**Your**”) use of the Website (defined below) is subject to the notices, terms and conditions set forth in these Terms of Use. The domain “<https://newgencfo.in/>” (hereinafter collectively referred to as the “**Website**”) is owned by Us.

By using the Website, You agree to be subject to the applicable rules, guidelines, policies, terms, and conditions of Us and the same shall be deemed to be incorporated into this terms of use (“**Terms of Use**”). We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You It is Your responsibility to review these Terms of Use periodically for updates / changes and Your subsequent use of the Website following the revisions/updates shall be a deemed acceptance by you of the revisions/ updates. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited license to enter and use the Website.

Accessing, browsing or otherwise using the Website indicates your acceptance of all the terms and conditions in these Terms of Use. Please read these Terms of Use carefully before proceeding. If you do not agree with the Terms of Use, please do not use the Website. These Terms of Use are effective immediately upon Your acceptance of Our terms and conditions herein and Your use of Our Website is *inter alia* demonstrative of such acceptance. These Terms of Use shall be enforceable against You in the same manner as any other written agreement.

1. Our Business and Scope of Services

We provide the Website through which the users can *inter alia* explore the scope of services provided by Us and avail of *inter alia* book keeping, MIS (management information system) and secretarial, tax and audit compliances.

2. Service Usage

- 2.1. You will need to provide correct information about yourself, including where applicable about your company, contact information, and other details as required by Us in relation to the services we provide including for Your effective access of our Website. To this effect, You undertake to be responsible for the accuracy of such information provided.
- 2.2. You hereby undertake to use the Website only in the manner provided herein, and through any device, medium or arrangement supported and described herein. You hereby further agree to not undertake any activities or thing or deed which adversely affects or disrupts in anyway whatsoever the capacity of the Website to provide the services as per good industry practices.
- 2.3. Unless You have been specifically permitted to do so in a separate agreement with Us, You agree that you will not reproduce, duplicate, copy, sell, trade or resell the services for any purpose.
- 2.4. You agree that You are solely responsible for (and that We have no responsibility to You or to any third party for) any breach of your obligations under the Terms of Use and for the consequences (including any loss or damage which We may suffer) of any such breach.

3. Representations and Warranties of the User

- 3.1. By registering on the Website You hereby represent and warrant that:
 - 3.1.1. That You have the right, authority, and capacity to enter into this Terms of Use on Your own behalf and on behalf on any entity for whom You are acting and to abide by all of the terms and conditions contained herein.
 - 3.1.2. That You are at least 18 years old and competent to execute and perform any agreement you enter into through our Website.
 - 3.1.3. That You shall not misrepresent Your identity and credentials.
 - 3.1.4. That You shall comply with the terms and conditions stipulated in this Terms of Use.
 - 3.1.5. That You shall be solely responsible for protecting and keeping confidential Your credentials and details whichever is applicable, in relation to the Website, confidential.

- 3.1.6. That all the representations, warranties and information that You provide will be true and accurate, and in the event it comes to Your notice about its incorrectness, You shall forthwith bring to Our notice and take all necessary steps to rectify the same.
- 3.1.7. That You undertake to use the Website in a professional manner, and ensure that your activities on the Website does not violate any third party contractual arrangements and commitments.
- 3.1.8. That You shall cooperate with Us and other users of the Website working towards effective execution of the services from time to time and perform all such actions that is required of You for effective execution of the services.

4. Intellectual Property

- 4.1. We own and retain ownership in the Website, and all Intellectual Property therein. Contingent upon Your compliance with the terms and conditions of this Agreement, We hereby grant to You a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Our Website.
- 4.2. You agree and acknowledge that the Website may from time to time release or make upgrades, updates, enhancements or fixes for the Website which in Our sole discretion, and subject to any other agreement entered into between You and Us, will be made available to You. In the event that We choose to make available such upgrades to You, then the additional services shall be automatically be governed by these Terms of Use.
- 4.3. On uploading or submitting any material on the Website, You provide a non-revocable, perpetual, sub-licensable, transferable and royalty-free license to Us for the purpose of use, reproductions, derivative works, marketing, promotion, of the Website.
- 4.4. You acknowledge that We shall have no obligation to monitor or enforce any intellectual property rights that may be associated with the content provided by You on the Website.
- 4.5. “**Intellectual Property**” shall mean, in reference to the Website and content/materials uploaded on the Website, all right, title and interest in copyrights, patents, know-how, confidential information, database rights, rights in trademarks, designs and applications, copyrightable works, service mark, trade name, service name, trade dress, brand names, business and product names, logos, slogans, internet domain names, patents and inventions, technology, processes, formulas, technical drawings, statistical models, scripts related to the Website, software, source code, Intellectual

Property materials and other proprietary documentation and information of every kind, in each case whether or not registered and the right to apply for registration, for the same and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

5. Unauthorized Use

5.1. You undertake to use the Website only for lawful purposes. Further, You are specifically prohibited from undertaking the following acts:

5.1.1. You agree that You have a special obligation to preserve the Intellectual Property of the Website, and in this regard you specifically undertake not to modify, disparage, publish, store, transfer, or in any way exploit the Intellectual Property on the Website.

5.1.2. You acknowledge that in the course of Your interaction with the Website, You may gain access to documentation involved in the services, which you undertake not to publish, disseminate, sub-lease, transfer wilfully or negligently to any user who is not a party to the this Terms of Use or any other third party.

5.1.3. You undertake to not act in a manner that is detrimental to the structure and process put in place by the Website for Your service and/or transaction.

6. Limitations in the Website

6.1. We use in-built technology and processes to help you facilitate the use of the Website and with this respect We do not guarantee that the Website shall not face any technical glitches and limitations. Further, we may from time to time undertake testing and upgrading activities on the Website and to that extent we cannot guarantee that during such process the Website shall be free from uninterrupted access. You specifically acknowledge that in this regard You shall not hold Us liable either directly or indirectly for such interruptions.

7. Privacy Policy and Confidentiality

7.1. Your use of the Website is also governed by Our privacy policy, which can be accessed at <https://newgencco.in/pdf/Newgen-CFO-Outsourcing-Privacy-Policy.pdf>

8. Transaction specific terms and conditions

8.1. We shall reserve the right to and may request You to accept and/or execute additional terms and conditions that may be relevant and specific with respect to Your

transaction where applicable. In this regard, You shall undertake and execute such additional terms and conditions as required by Us from time to time.

9. Website Security

9.1. You shall ensure that the security of the Website is not compromised by You wilfully or inadvertently. In this regard, You are prohibited from doing any of the following, without limitation thereof:

9.1.1. Accessing or attempting to access information that is not relevant to Your transaction,

9.1.2. Attempting or bypassing security and authentication measures build in by Us on the Website,

9.1.3. You shall not compromise the security of the Website in any manner whatsoever, including, by knowingly or unknowingly introducing viruses, Trojans, worms or other material which is prejudicial to the technological immunity of the Website,

9.1.4. Breach of this Clause 9 shall make You liable for prosecution under the Information and Technology Act, 2000 and any other applicable law. Further, We shall be entitled to report such breach and shall co-operate with authorities under any and all applicable laws.

10. Termination

10.1. In the event that it is found that You have breached any of the terms and conditions of this Terms of Use, We, at our sole discretion shall have the right to forthwith terminate Your relationship with Us and the Website.

10.2. Notwithstanding the above provision in Clause 10.1, at our sole discretion, for no cause, shall have the right to forthwith terminate Your relationship with Us and the Website.

10.3. Except as otherwise specifically provided herein, the termination of this Terms of Use for any reason whatsoever shall be without prejudice to any of Our rights or obligations accrued to Us prior to the date of termination.

11. Limitation of Liability

11.1. You agree that Your use of the Website is at your sole risk. You acknowledge that We shall have no liability to You arising out of the Terms of Use, whether for breach of contract, tort (including negligence), or otherwise.

- 11.2. We shall not be liable to You in contract, tort (including negligence), breach of statutory duty or otherwise arising for: business interruption (including downtime, server disruption, lagging, technical or political disturbance to game play), loss of profits (including loss of or failure to receive anticipated winnings), revenue, business, data, opportunity, business information or goodwill; or indirect or consequential loss, arising out of, or in relation to, these Terms of Use, even if such losses are foreseeable or if We have been notified by You of the possibility of such losses.
- 11.3. We do not endorse or act on behalf of any third party. In the event You engage the services of / interact with any third party, through the Website, We shall not be liable to You for any act or omission by such third party in relation thereto.

12. Indemnity

- 12.1. You will defend, indemnify, and hold Us and Our officers, directors, employees, agents and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Your use of the Website and engaging in a transaction, including:
 - 12.1.1. Your breach of this Terms of Use, or the documents it incorporates by reference; or
 - 12.1.2. any allegation that any materials that You submit to Us or transmit to the Website or to Us, infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
 - 12.1.3. any other activities in connection with respect to Your transaction or usage of Our Website.
- 12.2. This indemnity provision shall be applicable without regard to Your negligence.

13. Dispute Resolution

- 13.1. All disputes, controversies and differences of opinion arising out of or in connection with the services provided through the Website or for the breach of the Terms of Use specified herein which cannot be settled amicably (the "**Dispute**") shall be submitted to final and binding arbitration at the request of any of the disputing party upon written notice to that effect to the other, which arbitration shall be conducted in the following manner:
 - 13.1.1. All proceedings of the arbitration shall be in the English language;

- 13.1.2. The arbitration shall be in accordance with the rules prescribed by the Arbitration and Conciliation Act, 1996 as amended from time to time (which is deemed to be incorporated into this Agreement by reference) and the corresponding rules shall be deemed incorporated herein by reference;
- 13.1.3. The seat and venue of the arbitration shall be Chennai, India;
- 13.1.4. The arbitration panel shall consist of a sole arbitrator, to be appointed mutually by the Parties;
- 13.1.5. Any arbitration award rendered shall be final, binding and not subject to any form of appeal;
- 13.1.6. The losing Party, as determined by the arbitrator(s), shall pay all out-of-pocket expenses (including attorneys' fees) incurred by the prevailing Party, as determined by the arbitrator(s), in connection with any dispute unless the arbitrator(s) direct otherwise;
- 13.1.7. The existence of a Dispute, or the commencement or continuation of arbitration proceedings shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute;
- 13.1.8. Nothing shall preclude the Parties from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause.

14. Severability

- 14.1. If any term, provision, covenant or restriction of these Terms of Use is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms of Use shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. Force Majeure

- 15.1. We shall not be liable for delays, injuries or inability in performance or non-performance in whole or in part of its obligations due to any causes that are not due to its acts or omissions and are beyond its reasonable control ("**Force Majeure**"), such as acts of God, pandemics, fire, strikes, embargo, acts of government, acts of terrorism or other similar causes.
- 15.2. You agree and acknowledge that in such Force Majeure circumstances, We may be unable to honour the services if and where confirmed.

16. Miscellaneous

- 16.1. You agree to not host, display, upload, modify, publish, transmit, update or share any information that:
 - 16.1.1. belongs to another person and to which You do not have any right to;
 - 16.1.2. is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
 - 16.1.3. harm minors in any way;
 - 16.1.4. infringes any patent, trademark, copyright or other proprietary rights;
 - 16.1.5. violates any law for the time being in force;
 - 16.1.6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - 16.1.7. impersonates another person;
 - 16.1.8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - 16.1.9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

17. Governing Law

- 17.1. This Terms of Use shall be governed by the laws of India. Subject to Clause 13.1, the courts at Chennai, India shall have exclusive jurisdiction in relation to any Disputes.