

Terms & Condition of Services being offered by EVA Software Solutions

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter "You" or "Your") AND EVA Software Solutions GOVERNING YOUR USE OF software services. This Agreement consists of the following terms and conditions (hereinafter the "Terms").

Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the Terms, do not use any of our Services. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services.

Description of Service

EVA Software Solutions service ("Service" or "Services") provides hosted solutions to businesses. The application enables businesses to manage Contacts, Accounts, Campaigns, Sales pipeline, Projects, Inventory. You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using google chrome browser supported by the Services. You are responsible for obtaining access to the Internet and the equipments necessary to use the Services.

Subscription to Free Trial

From time to time, we may offer new clients free trial subscription ("Trial") for a limited period of time. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to Trial.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time. You will be provided notice of any such modification by electronic mail. You may terminate your use of the Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services.

User Sign up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if EVA Software Solutions has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, EVA Software Solutions may terminate your user account and refuse current or future use of any or all of the Services.

Personal Information and Privacy

You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to admin@evasoftware.com or by calling us on any of the numbers listed on our contact page. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from EVA Software Solutions

The Service may include certain communications from EVA Software Solutions, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Fees and Payments

After your free trial period ends, and at the end of each EVA Software Solutions subscription period, subscriptions are automatically renewed and billed automatically. You can discontinue this subscription at any time by reaching out to us on given contact numbers. Cancellations that are made prior to the end of any subscription period will stop the renewal of EVA Software Solutions subscription at the end of the subscription period. Your account will remain active until the end of the subscription period that has already been paid for. No refunds can be issued for the unused portion of any subscription period that has already been paid for. We reserve the right to modify subscription fees and to charge for the use of Services that are currently available free of charge. You will not be charged for using any Service unless you have opted-in for a paid subscription plan.

All professional services are non-refundable.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to (iv) post links to third party sites or use their logo, company name, etc. (v) use the Services for spamming and other illegal purposes.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property

or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Data in Paid Accounts That Are Cancelled or With Payment Overdue

If for any reason we are unable to successfully bill your preferred payment method, we reserve the right to suspend access to your account within 30 days of the failed billing attempt, and to delete your account, users, and all associated data within 60 days of the first failed billing attempt.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant EVA Software Solutions or any of its partners the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for EVA Software Solutions commercial, marketing or any similar purpose.

User Generated Content

You may transmit or publish content created by you using our Services. However, you shall be solely responsible for such content and the consequences of its transmission or publication. You are responsible for ensuring that you do not accidentally make any private content publicly available. In the course of using the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that EVA Software Solutions will have the right to block access to or remove such content made available by you, if EVA Software Solutions receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality

or infringement of third party rights in such content by the agent designated by EVA Software Solutions for this purpose.

If you wish to file a complaint, regarding the violation of copyrights, you can send an email to admin@evasoftware.com

Sample files and Applications

EVA Software Solutions may provide sample data and files for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. EVA Software Solutions makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. EVA SOFTWARE SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EVA Software Solutions MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM EVA SOFTWARE SOLUTIONS, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT EVA SOFTWARE SOLUTIONS SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF EVA SOFTWARE SOLUTIONS HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH EVA SOFTWARE SOLUTIONS RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL EVA SOFTWARE SOLUTIONS ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless EVA SOFTWARE SOLUTIONS, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by EVA SOFTWARE SOLUTIONS

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Indian Legal. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in court of law in Mumbai, India and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to admin@evasoftware.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account will include

denial of access to all Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this agreement, please contact us at admin@evasoftware.com