

PLEASE READ THESE PRODUCT TERMS OF USE CAREFULLY BEFORE USING THIS LANDING PAGE UI KIT v1.0 (HEREINAFTER 'PRODUCT'). THESE PRODUCT TERMS OF USE (HEREINAFTER 'TERMS OF USE') GOVERN YOUR ACCESS TO AND USE OF THE PRODUCT. THE PRODUCT IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE PRODUCT. BY ACCESSING OR USING THE PRODUCT, YOU AND THE ENTITY YOU ARE AUTHORISED TO REPRESENT (HEREINAFTER 'YOU' OR 'YOUR') SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

### **User Eligibility**

The product is provided by Octet Design Studio and is available only to entities and persons who have agreed to the terms and conditions and are competent to enter into a legally binding agreement(s) under the applicable law. If you do not qualify, you are not permitted to use the product.

### **Scope of Terms of Use**

These Terms of Use govern your use of the product and ancillary services (collectively known as "Services") available via the Product, except to the extent that such Services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain Services and other items provided to you via the Product ("Service Agreement(s)"). Any such Service Agreements will accompany the applicable Services or are listed in association therewith or via a hyperlink associated therewith.

### **Modifications**

Octet Design Studio may revise and update these Terms of Use at any time. Your continued usage of the Product after any changes to these Terms of Use will be deemed as acceptance of such changes. Any aspect of the Product may be changed, supplemented, deleted or updated without notice, at the sole discretion of Octet Design Studio. Octet Design Studio may also change or impose fees for products and services provided through the website or any other source at any time, at its sole discretion. Octet Design Studio may establish or change, at any time, general practices and restrictions concerning other Octet Design Studio products and services at its sole discretion.

### **Octet Design Studio Privacy Notice**

With respect to any individual whose personal information is provided by you to Octet Design Studio, You represent to Octet Design Studio that you have obtained all necessary consents for the processing of such personal information contemplated by the Services.

### **Licence and Ownership**

The Product is offered by Octet Design Studio, and it is 100% original and for free for use. You have complete freedom to use it, modify it, alter it any way that you may like. Octet Design Studio does not give you the right to sell this Product by stating it your own, be it in the original format or altered format in any manner possible.

## **Restrictions on Use of The product**

In addition to other restrictions set forth in these Terms of Use, You agree that:

You will not place false or misleading information regarding the product.

You will not use or access any service, information, application or software available via the Product in a manner not expressly permitted by Octet Design Studio.

Certain aspects of the Product are restricted to customers of Octet Design Studio.

You may not use or access the Product or the Octet Design Studio Systems or Services in any way that, in Octet Design Studio's judgment, adversely affects the performance or function of the Octet Design Studio Systems, Services or the product or interferes with the ability of authorised parties to access the Octet Design Studio Systems, Services or the product.

You may not frame or utilize framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of Octet Design Studio.

## **Links**

**Outbound Links.** The Product may contain links to third-party products and resources (referred to collectively hereinafter as "Linked Sites"). These Linked Sites are provided solely as a convenience to you and not as an endorsement by Octet Design Studio of the content of such Linked Sites. Octet Design Studio makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. Octet Design Studio shall not be responsible for the availability of the Linked Sites or the content or activities of such sites. If you decide to access Linked Sites, you do so at your own risk. In addition, your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

**Inbound Links.** Linking to any page of the website other than to <https://octet.design> through a plain text link is strictly prohibited in the absence of a separate linkage agreement with Octet Design Studio. Any product or other devices that link to <https://octet.design> or any page available therein is prohibited from replicating Content, using a browser or border environment around the Content, implying in any fashion that Octet Design Studio or any of its affiliates endorse it or its products, misrepresenting any state of facts, including its relationship with Octet Design Studio or any of the Octet Design Studio affiliates, presenting false information about Octet Design Studio products or services, and using any logo or mark of Octet Design Studio or any of its affiliates, without express written permission from Octet Design Studio.

## **Termination**

You agree that Octet Design Studio, at its sole discretion, may terminate or suspend Your use of the Product at any time and for any or no reason at its sole discretion, even if access and use continue to be allowed to others. Upon such suspension or termination, you must immediately discontinue your use of the Product. You may have made of any portion of the Content. Accessing the product, the Octet Design Studio Systems, Information or Services after such termination, suspension or discontinuation shall constitute an act of trespass.

Furthermore, You agree that Octet Design Studio shall not be liable to You or to any third party for any termination or suspension of Your access to the product, the Octet Design Studio Systems, Information and/or the Services.

### **Disclaimer of Warranties**

Octet Design Studio makes no representations about the results to be obtained from using the product, the Octet Design Studio systems, the services, the information or the content. The use of the same is at your own risk. The product, the Octet Design Studio systems, the information, the services and the content are provided on an "as is" basis. Octet Design Studio, its licensors, and its suppliers, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to, the implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Octet Design Studio and its affiliates, licensors and suppliers make no representations or warranties concerning the accuracy, completeness, security or timeliness of the content, information or services provided on or through the use of the product or the Octet Design Studio systems. No information obtained by you from the product shall create any warranty not expressly stated by Octet Design Studio in these terms of use.

### **Limitation of Liability**

To the extent permitted by applicable law and to the extent that Octet Design Studio is otherwise found to be responsible for any damages, Octet Design Studio shall be responsible for actual damages only. To the extent permitted by law, in no event shall octet design studio, its affiliates, licensors, suppliers or any third parties mentioned at the product be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, and/or damages resulting from lost data or business interruption resulting from the use of and/or inability to use the product, the Octet Design Studio systems, information, services or the content whether based on warranty, contract, tort, delict, or any other legal foundation, and whether or not Octet Design Studio is advised of the possibility of such damages. To the extent permitted by law, the remedies stated for you in these terms of use are exclusive and are limited to those expressly provided herein.

### **Compliance with Law Including Export Control**

You agree to use the product in strict compliance with all applicable laws, rulings, and regulations and in a fashion that does not, in the sole judgment of Octet Design Studio, negatively reflect on the goodwill or reputation of Octet Design Studio and You shall take no action which might cause Octet Design Studio to be in breach of any laws, rulings or regulations applicable to Octet Design Studio.

Octet Design Studio and the Product are based in India. The Government of India's jurisdiction controls the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under India or other applicable export control laws or regulations. If you access and download the Product or Information, You represent that you are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of your local

jurisdiction and any other applicable laws regarding the import, export, or re-export of the Product.

### **Governing Law and Jurisdiction**

To the fullest extent permitted by law, these Terms of Use are governed by the internal laws of India and courts in Ahmedabad, India will have jurisdiction.

### **General**

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use shall be 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 of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement for these Terms of Use to be proved by means of a written document.