

Terms and Conditions of Use for Quantamatik Consulting LLP

Effective Date: 30/09/2024

Last Updated: 30/09/2024

These Terms and Conditions ("Terms" & "Conditions") govern your access to and use of the website located at www.quantamatik.com ("Website"), operated by Quantamatik Consulting LLP, a limited liability partnership registered under Indian law, with its registered office at Dakshin Nowapara, Sahebpara, P.S. – Sonarpur, Kolkata – 700150, West Bengal, India.

Please read these Terms & Conditions carefully before using our Website or engaging with any of our services. By accessing or using the Website or any services offered by Quantamatik Consulting LLP, you agree to be legally bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please stop using the Website immediately.

1. Acceptance of Terms:

These Terms & Conditions form a legally binding agreement between you (the "User", "you", or "your") and Quantamatik Consulting LLP ("Quantamatik", "Company", "we", "our", or "us") regarding your use of the Website and any services offered there. You agree to follow all applicable laws and regulations when using the Website.



2. Eligibility:

Use of the Website is restricted to persons who:

- Are at least 18 years old or have reached the legal age of majority in your jurisdiction.
- Can enter into legally binding contracts.
- Are not prohibited from accessing or using the Website under any applicable laws.

By using the Website, you confirm and guarantee that you meet these eligibility criteria.

3. Modification of Terms:

Quantamatik Consulting LLP reserves the right to modify, amend, or update these Terms & Conditions at any time without prior notice. We encourage you to review this page periodically for any updates. Continued use of the website after such changes constitutes your acceptance of the revised Terms & Conditions.

4. Website Usage and Conduct:

You agree to use the Website and services solely for lawful purposes. You shall not:

- Use the Website in any way that could harm, disable, or impair it, or disrupt the use and enjoyment of the Website by other users.
- Attempt to gain unauthorised access to any systems or networks connected to the Website.
- Introduce viruses, malware, or any other harmful code or agents to the Website.
- Use the Website for any fraudulent, illegal, or unauthorised purposes.

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Reverse engineer, decompile, or disassemble any part of the Website.

Any violation of this section may lead to termination of your access and may expose you to civil and/or criminal charges under relevant laws.

5. Intellectual Property Rights:

All content, trademarks, logos, text, graphics, images, software, design, and layout on this website are the intellectual property of Quantamatik Consulting LLP or its licensors and are protected by Indian and International copyright and trademark laws.

You are granted a limited, non-transferable, non-exclusive, and revocable license to access and use the Website solely for personal or internal business purposes. You may not reproduce, republish, distribute, modify, or exploit any part of the Website or its contents without our prior written consent.

6. Services and Client Engagement:

Quantamatik Consulting LLP offers IT Consultation, Software Development, Application Development, Cloud Solutions, IoT & Industrial Automation Services, Cybersecurity, and related offerings. The use of our services might be subject to separate service agreements or statements of work ("Service Agreements").

If there is any conflict between these Terms & Conditions and a signed Service Agreement, the terms of the Service Agreement take precedence.



7. User Submissions and Communication:

Any content, feedback, ideas, or materials you submit through our contact forms, email, or communication channels (excluding personal data protected by our Privacy Policy) will be considered non-confidential and non-proprietary. You grant Quantamatik Consulting LLP a worldwide, royalty-free, irrevocable license to use, display, reproduce, and modify such content for business and service improvement purposes.

8. Privacy and Data Protection:

Our Privacy Policy processes your personal information and is an essential part of these Terms & Conditions.

We comply with applicable Indian laws, including the **Digital Personal Data Protection Act, 2023**, the **Information Technology Act, 2000**, and, where appropriate, global laws such as the **General Data Protection Regulation (GDPR)**.

By using the Website, you agree to our use, processing, and sharing of your data as described in the Privacy Policy.

9. Limitation of Liability:

To the fullest extent permitted by law:

- Quantamatik Consulting LLP shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from your access to or use of the Website or reliance on its content;
- We do not guarantee that the Website will be uninterrupted, error-free, or free from viruses or harmful code;



 All information on the Website is provided "as is" and "as available" without any warranty, either express or implied.

10. Indemnification:

You agree to indemnify, defend, and hold harmless Quantamatik Consulting LLP, its affiliates, officers, employees, and agents from any claims, liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising out of:

- Your use or misuse of the Website;
- Your violation of these Terms & Conditions;
- Your violation of any third party's intellectual property or other rights.

11. Third-Party Services and Links:

Our website may include links or integrations with third-party websites, applications, or services. These are provided solely for your convenience. We do not control, endorse, or assume responsibility for any third-party content, terms of use, or privacy practices. Using third-party sites is entirely at your own risk.

12. Termination:

We reserve the right to restrict or end your access to the Website or services at any time without notice for conduct that we believe violates these Terms, applicable laws, or is otherwise harmful to the interests of Quantamatik Consulting LLP or its users.



13. Grievance Redressal:

By Indian law, we have appointed a Grievance Officer to handle your concerns.

Grievance Officer:

Quantamatik Consulting LLP

Email: <u>connect@quantamatik.com</u>

h Phone: +91-91470 93084

Address: Dakshin Nowapara, Sahebpara, P.O. & P.S. – Sonarpur, Kolkata – 700150, West Bengal, India

Grievances will be acknowledged within **24 hours** and addressed within seven **working** days from the date of receipt.

14. Governing Law and Jurisdiction:

These Terms shall be governed by and interpreted according to the laws of India. Any disputes arising out of or in connection with these Terms or your use of the Website shall be subject to the exclusive jurisdiction of the courts located in **Kolkata, West Bengal, India**.

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15. Miscellaneous:

- **Entire Agreement**: These Terms and the Privacy Policy form the complete agreement between you and Quantamatik Consulting LLP.
- **Waiver**: Any failure by Quantamatik Consulting LLP to enforce a provision of these Terms shall not be considered a waiver of those rights.
- **Severability**: If any part of these Terms is found to be invalid or unenforceable, that part shall be modified as needed to make it enforceable, and the rest shall remain in full force and effect.

16. Contact Information:

For questions or clarifications regarding these Terms, please contact:

Email: connect@quantamatik.com

Website: www.quantamatik.com

Address: Dakshin Nowapara, Sahebpara, P.O. & P.S. – Sonarpur, Kolkata – 700150

By using this website, you agree to be bound by these Terms and Conditions.