

Terms and Conditions

LEGAL

Serviots terms of service.

info@serviots.com

1. Acceptance of terms:

Welcome! Serviots, Inc. (“Serviots” or “us” or “we”) welcomes you to our website, Serviots.com, join-Serviots-com.Serviots.com, Serviotsnation.com, myServiots.com and other related sub-domains (“websites”). We provide information about our products and services, and other features and services, through these websites (“Service”).

By using or accessing any part of the Service, you are agreeing to these Terms of Service, our [Privacy Policy](#) and all other policies or notices posted by us on our websites.

PLEASE READ THESE TERMS AS THEY ARE PART OF A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SERVIOTS. BY USING THE SERVICE, YOU ACCEPT THESE TERMS AS A BINDING CONTRACT BETWEEN YOU AND SERVIOTS AND YOU AGREE TO BE BOUND BY THE TERMS SET FORTH HEREIN. YOU ACKNOWLEDGE THAT YOU ARE USING THIS SITE VOLUNTARILY.

We may make changes to the website, these Terms of Service or our [Privacy Policy](#) which govern the use of the Service at any time. We encourage you to review the website, this agreement and the Privacy Policy periodically for updates or changes. Your continued access or use of Service shall be deemed your acceptance of these changes and the reasonableness of these standards for notice of changes. If you disagree with these Terms (as they may be amended from time to time), or are dissatisfied with the Service in any way, your sole and exclusive remedy is to discontinue using the Service.

2. Permission to use the service.

You have our permission to use the Service, but only if:

- you are over 13 years old;
- you are using the Service for your own personal use and not for commercial purposes;
- you do not copy the Service or any part of the Service;
- you do not modify the Service or any part of the Service;
- you follow all the rules and restrictions we’ve spelled out in these Terms of Service.

3. Accounts; Passwords; Security.

Please see our [Privacy Policy](#) for a detailed description of our information gathering and dissemination practices which govern your use of the Service. By accessing and using the Service, you agree to be bound by that Policy.

You also acknowledge that there is no absolute guarantee of security. In the event of an interception or unauthorized access despite our efforts, Serviots shall not be responsible for such interceptions or unauthorized access. You are responsible for the security of your own account.

You may need to set up an account in order to use some of the features of the Service. You may not use someone else's account without permission. When you are setting up your account, you must give us accurate and complete information. This means that you cannot set up an account using someone else's name or contact information, or a phony name or phony contact information. You have complete responsibility for your account and everything that happens on your account. This means you need to be careful with your password. If you find out that someone is using your account without your permission, you must let us know immediately. You may not transfer your account to someone else. We are not liable for any damages or losses caused by someone using your account without your permission. However, if we (or anyone else) suffer any damage due to the unauthorized use of your account, you may be liable.

4. Personal use only and intellectual property.

Except for public domain materials, our websites are protected by intellectual property laws, including but not limited to copyright laws. You expressly acknowledge and agree that the content accessible within the websites are the proprietary information of Serviots and its content providers, and that Serviots and its content providers retain all right, title, and interest in the content. You have a nonexclusive, nontransferable, limited, revocable right to use the websites solely for your personal educational and informational use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. You may not (and you agree not to) use, copy, distribute, transmit, broadcast, sell, or do anything else with the Service for any other purpose without our express prior written consent.

5. User content.

You are solely responsible for any User Content you post to the Service, and the consequences of posting or publishing it. By "User Content", we mean any Content you post to the Service. "Content" means information, data, text, software, music, sound, photos, graphics, videos, messages, tags, interactive features, or any other materials. When we say "post", we include posting, uploading, sharing, submitting or otherwise providing User Content in any manner in connection with the Service.

You represent and warrant to Serviots that any User Content you post to the Service will not infringe and/or violate any right of a third party or any domestic or international law, rule or

regulation including, but not limited to: (a) copyright, patent, trademark or other proprietary rights; (b) rights of privacy or publicity; or (c) any confidentiality obligation.

6. Restrictions on user content and your conduct.

You may not:

- use our Service for any illegal purpose;
- submit User Content that you don't have the right to submit, unless you have the owner's permission; this includes material covered by someone else's copyright, patent, trade secret, privacy, publicity, or any other proprietary right;
- forge headers or manipulate other identifiers in order to disguise the origin of any User Content you submit;
- submit any User Content that contains lies, falsehoods or misrepresentations that could damage us or anyone else;
- submit User Content that is illegal, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- impersonate anyone else or lie about your affiliation with another person or entity;
- use meta tags or any other "hidden text" utilizing any of our or our suppliers' product names or trademarks;
- upload, launch, post, email or transmit any material (including any bot, worm, scripting exploit or computer virus) that is likely to harm or corrupt our Service, or harm or corrupt our or anyone else's computer systems, or data;
- use our Service to harm minors in any way, including posting User Content that violates child pornography laws, child sexual exploitation laws, or any other laws protecting children;
- collect or gather other people's personal information (including account information) from our Service;
- submit User Content which disparages us or our partners, vendor or affiliates; or
- solicit, for commercial purposes, any users of our Service.

We have the sole right, but not necessarily the obligation, to delete at any time any User Content that violates these rules or that we believe to be inappropriate for any reason.

7. Intellectual property rights in user content.

If you post User Content, you are making a guarantee to us that you either own all the Content you are posting, or you have the right to post the Content. Furthermore, you are guaranteeing that you have the right to allow us to make your User Content available for others to view and use as part of the Service without requiring that any such use be subject to additional obligations or terms. If you do not have these rights, do not post the Content. By posting your User Content, you do not lose any ownership rights you may have to it. However, you do grant us a worldwide, non-exclusive, royalty-free, fully-paid, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content in connection with the Service and our business, in any media formats or in tangible form and through any media channels now known or hereinafter developed. You also grant each user of the Service a non-exclusive royalty-free, fully-paid, sublicenseable and transferable license to access your User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display and perform your User Content as permitted through the functionality of the Service and under these Terms of Service.

No Inappropriate Content or Users. It is unacceptable to share content that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, content or communications which Servviots determines (a) is false or inaccurate; (b) is hateful or encourages hatred or violence against individuals or groups; or (c) could endanger public safety.

8. User content you share becomes public.

You understand that once you post User Content, your content becomes public. We are not responsible for keeping any User Content confidential. So, if you don't want the whole world to see it, do not post it on the Service.

9. We Are Not Responsible for User Content.

We generally do not review any of the User Content posted by our users. We do not endorse any User Content or support any views, opinions, recommendations, or advice that may be in user submissions. User Content comes from a variety of sources, and we make no promises about the reliability of any source or the accuracy, usefulness, safety, or intellectual property rights of any user submission. You may be offended by User Content that you see on the Service. You may find some of it to be inaccurate, offensive, indecent, or objectionable. However, you agree not to hold us responsible in any way for your use of our Service, including your exposure to User Content.

10. Proprietary rights.

Serviots and its suppliers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Service and Content which is included in the Service (other than User Content). If you give feedback on the Service, for example recommendations for improvements or features, implementation of that feedback is owned by us and may become part of the Service without compensation to you. We reserve all rights in and to the Service unless we expressly state otherwise. The Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

You may not decompile, reverse engineer, disassemble, or otherwise reduce the Service to a human-perceivable form, except and only to the extent that such activity is expressly permitted by applicable law, and in that case, only if you notify us in writing in advance. You may not copy, frameset, enclose or otherwise distribute any part of the Service.

All brand, product and service names used in the Service which identify Serviots or our suppliers and our or their proprietary products and services are the trademarks or service marks of Serviots or our suppliers. Nothing in this Service shall be deemed to confer on any person any license or right on the part of Serviots or such supplier with respect to any such image, logo or name.

You agree not to disable, interfere, or try to get around any of the features of the Service related to security, preventing or restricting use or copying of any Content, or enforcing the limits on the use of the Service or the Content on the Service.

11. International users.

The Service is exclusively intended for use in the United States. Serviots provides no guarantee that the information presented on this Service is accurate outside the United States. If the Service is used outside the United States or if you download contents from outside the United States, it is your own responsibility to ensure that you act in compliance with local laws, regulations and/or legislation.

12. Enforcement of copyrights.

We respect the intellectual property rights of others. You may not use our Service to infringe anyone else's copyright or other intellectual property right. If we find out that you are infringing, we will remove your User Content. We do not have to give you notice that we are removing your User Content. We may also terminate your account if we decide that you are a repeat infringer. We consider a repeat infringer to be a user who has been notified of infringing activity more than twice or who has had User Content removed from our Service more than twice.

13. Notify us of infringers.

If you believe that something on our Service violates your copyright, notify us in writing. In order for us to take action, you must provide the following information in your notice:

- provide your physical or electronic signature;
- identify the copyrighted work that you believe is being infringed;
- identify the item on our Service that you think is infringing your work and include sufficient information about where the material is located on our Service (including which website) so that we can find it;
- provide us with a way to contact you, such as your address, telephone number, or e-mail;
- provide a statement that you believe in good faith that the item you have identified as infringing is not authorized by the copyright owner, its agent, or the law to be used on our Service; and
- provide a statement that the information you provide in your notice is accurate, and that (under penalty of perjury), you are authorized to act on behalf of the copyright owner whose work is being infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices should be sent to:

website@Servviots.com

14. How to communicate with us.

Only notices about copyright infringement should go to our copyright enforcement department. If you have anything else to communicate with us (like feedback, comments, requests for technical support), you should contact us at Servviots.com or the contact listed on the particular Servviots website.

15. Storage and availability.

We are not a content-archiving service. We do not promise to store or make available on our Service any User Content that you submit, or any other Content, for any length of time. You are solely responsible for keeping back-ups of everything you post on our Service.

You acknowledge that temporary interruptions in the availability of the Service may occur from time to time as normal events. Also, we may decide to cease making available the Service or any portion of the Service at any time and for any reason. Under no circumstances will Serviots or its suppliers be held liable for any damages due to such interruptions or lack of availability.

16. Sale of products.

Our Service may include the offer for sale of certain products (whether software, services, or other merchandise) ("Products"). Any offer for sale or purchase of such Products is subject to the terms of sale and warranty (if any) provisions of the vendor offering the particular Product through our Service (including through any shopping cart for the particular Product). We are not responsible for any such transactions or Products unless we are the vendor, in which case the terms of purchase we have posted for that Product shall apply.

17. Third party website and content.

The website may contain links to third-party websites, which are not under the control of Serviots. Serviots makes no representation whatsoever about any other website to which you may have access through this Website. When you access a non-Serviots website, you do so at your own risk and Serviots is not responsible for the accuracy or reliability of any information, data, opinions, advice, or statements made on these sites. Serviots provides these links merely as a convenience and the inclusion of such links does not imply that Serviots endorses or accepts any responsibility for the content or uses of such websites. We disclaim all liability with regard to your access to such links.

18. Warranty disclaimer.

While Serviots attempts to keep the information presented current, information and knowledge change quickly, and the Services should not be considered error-free or as a comprehensive source of all information on a particular topic. Although we make every effort to ensure the correctness of data, we disclaim responsibility for any errors or omission, including but not limited to, unintended inaccuracies or typographical errors in the materials. Serviots is not, and cannot be, responsible to you for the results of any defects that may exist in the Service.

USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED ON A "AS IS" AND "AS AVAILABLE" BASIS. SERVIOTS AND ITS AFFILIATES, SUPPLIERS AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SERVIOTS AND ITS AFFILIATES, SUPPLIERS AND PARTNERS MAKE NO WARRANTY THAT (i) THE SERVICE OR ANY PRODUCTS PURCHASED THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THAT THERE WILL BE NO ERRORS IN THE SERVICE OR THAT SERVIOTS WILL FIX ANY ERRORS. ANY MATERIALS OBTAINED THROUGH USE

OF THE SERVICE ARE OBTAINED AT YOUR OWN DISCRETION AND RISK AND SERVIOTS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO YOUR COMPUTER OR DATA OR FOR ANY BUGS, VIRUSES, TROJAN HORSES, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS, OTHER DESTRUCTIVE CODE RESULTING FROM USE OF THE SERVICE OR ANY CONTENT OBTAINED FROM THE SERVICE OR OTHERWISE WILL BE SECURE. FURTHER, SERVIOTS DOES NOT ENDORSE, WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE CORRECTNESS, ACCURACY, RELIABILITY OR ANY OTHER ASPECT OF ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISTRIBUTED THROUGH THE SERVICE. WE ASSUME NO LIABILITY FOR ANY ACTION TAKEN BASED ON INFORMATION FOUND ON THE WEBSITE OR ANY OTHER WEBSITES LINKED TO IT, OR SERVICES PROVIDED BY SERVIOTS AND ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY FOR ANY ACTION OR INACTION YOU TAKE BASED UPON THE INFORMATION AND MATERIAL PROVIDED. YOUR USE OF THE WEBSITE IS SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THIS AGREEMENT AND THE WEBSITE. YOU ASSUME THE ENTIRE RISK OF LOSS IN USING THIS WEBSITE AND MATERIALS CONTAINED IN THE WEBSITE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

19. Limitation of liability.

TO THE FULLEST EXTENT PERMITTED UNDER LAW, SERVIOTS AND ITS AFFILIATES, SUPPLIERS AND PARTNERS HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA, REVENUE OR PROFIT) ARISING FROM OR RELATED TO YOUR USE OF THE SERVICE OR ANY CONTENT PROVIDED BY OR THROUGH THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING LIMITATION APPLIES TO DAMAGES ARISING FROM (i) YOUR USE OR INABILITY TO USE OUR SERVICE; (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS OR SERVICES PURCHASED THROUGH OR FROM OUR SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR USER CONTENT; (iv) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SERVICE OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SERVIOTS' LIABILITY AND THE LIABILITY OF EACH OF ITS OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, ADVERTISERS, LICENSORS, SUPPLIERS, SERVICE PROVIDERS AND OTHER CONTRACTORS TO YOU OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCE IS LIMITED TO A MAXIMUM AMOUNT OF \$100. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THESE TERMS OF SERVICE AND YOUR USE OF THE SERVICE.

20. Indemnity.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SERVIOTS AND ITS AFFILIATES, SUPPLIERS, PARTNERS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, LOSSES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND FEES OF OTHER PROFESSIONALS) OF ANY NATURE WHATSOEVER (WHETHER BASED ON TORT, BREACH OF CONTRACT, PRODUCT LIABILITY, PATENT, COPYRIGHT OR OTHER PROPRIETARY RIGHTS INFRINGEMENT, OR OTHERWISE) ARISING DIRECTLY OR INDIRECTLY FROM OR OUT OF YOUR USE OF THE SERVICE, YOUR USE OF THE WEBSITES AND/OR ANY BREACH BY YOU OF THE TERMS OF USE. YOU AGREE TO COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. SERVIOTS RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU. YOUR INDEMNIFICATION OBLIGATION WILL SURVIVE THE TERMINATION OF THESE TERMS OF SERVICE AND YOUR USE OF THE SERVICE.

21. Termination and suspension.

We may terminate or suspend the Service or any part of the Service, terminate or suspend your use of the Service, block any IP address, or remove any of your User Content at any time without cause or without any liability to you.

Further, we may terminate or suspend your permission to use the Service immediately and without notice upon any violation of these Terms of Service, your failure to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems or for engagement by you in fraudulent or illegal activities. If we terminate your use of the Service for any of these reasons or otherwise for cause, we will not refund any fees you may have paid, whether for access to the Service or for Products (if applicable).

Upon any termination we may delete your account, passwords and User Content and we may bar you from further use of the Service. You understand that we may also continue to make your

User Content available on the Service even if your use of the Service is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, User Content or access to the Service.

22. Export control.

You may not use, export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Service, in violation of any applicable laws or regulations, including, without limitation, United States export laws and regulations.

23. Additional terms.

Portions of the Service may be accompanied by additional terms which apply to specific features or areas of the Service. Those additional terms supplement these terms with respect to your use of those features or areas.

24. Disputes.

These Terms of Service are governed by laws of the state of Arizona, without respect to its conflict of laws principles. In the event of a dispute, the parties agree to meet and confer. If such dispute is not resolved, then the parties shall move to binding arbitration which shall be governed by the Arbitration Association in Scottsdale, Arizona. Judgment on the arbitration award may be entered by any court of competent jurisdiction. You consent and submit to the jurisdiction of the Arbitration Association and expressly waive all rights to trial by jury regarding any such matter.

YOU AGREE THAT IF YOU WANT TO SUE US, YOU MUST FILE YOUR LAWSUIT WITHIN ONE YEAR AFTER THE EVENT THAT GAVE RISE TO YOUR LAWSUIT. OTHERWISE, YOUR LAWSUIT WILL BE PERMANENTLY BARRED.

If Serviots takes any legal action against you as a result of your violation of the Agreement, Serviots will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Serviots. You agree that Serviots will not be liable to you or to any third party for termination of your access to, or use of, the Service as a result of any violation of the Agreement or for any reason at all.

25. Miscellaneous.

These Terms of Service, together with our Privacy Policy and any other legal notices we have published on the Service, constitute the entire agreement between you and us regarding this Service. If any provision of the Terms of Service shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Our failure or delay to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of

conduct between the parties nor trade practice shall act to modify any provision of this agreement. We may assign our rights and duties under this agreement to any party at any time without notice to you.

These Terms of Service, and any rights and licenses granted under these Terms of Service, may not be transferred or assigned by you, but may be assigned by us without restriction.

This is the entire agreement regarding all the matters relating to this Website.

26. Notice.

Serviots may provide notice to you hereunder by sending you an e-mail at the last e-mail address that you provided Serviots and/or by prominently posting notice on the Website. Any such notice will be effective upon the earlier of five (5) calendar days following Serviots' dispatch of an e-mail notice to you or ten (10) calendar days following Serviots' posting of such notice on the Website. Please note that, at all times, you are responsible for updating your personal information to provide Serviots your current e-mail address. In the event that the last e-mail address that you have provided Serviots' is not valid, or for any other reason is not capable of delivering a notice to you, Serviots' dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

Thank you for your cooperation. We hope you find our Service informative and convenient to use.

Questions or comments regarding this Website should be directed by e-mail to:

www.serviots.com

Or via mail to: info@serviots.com
Serviots Technology Pt Ltd.
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