

SmartVizs Private Limited Website Terms & Conditions

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Last modified: **May 1**, 2018

These Website Standard Terms And Conditions (these “Terms” or these “Website Standard Terms And Conditions”) contained herein on this webpage, shall govern your use of this website, including all pages within this website located at <https://trezi.smartvizx.com/> (collectively referred to herein below as this “Website”), as well as any other website, mobile site or mobile application that link to these terms (each also a “Website”, and collectively the “Websites”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

This Website is not intended for use by any child/children (defined as those who are not at least 13 years of age), and you must not use this Website if you a child.

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If you wish to purchase any product or service made available through the Websites ("Purchase"), you may be asked to supply certain information relevant to your Purchase. This information is described in detail in our [Privacy Policy](#) page of the Website

The Purchase might be billed on a subscription basis ("Subscription(s)"). Further information on the pricing for such Purchase and associated cancellation policies, can be found on our [Pricing page](#) of the Website.

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5. Your Content

In these Terms, "Your Content" shall mean any audio, video, text, images or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant SmartVizX a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party's rights. SmartVizX reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

6. Third-party Products and Services

SmartVizX may provide third party content on the Websites. It may run advertisements and promotions from third parties on the Websites or may otherwise provide information about or links to third-party content, products or services on the Websites as a service to those interested in this information. SmartVizX does not control, endorse or make any representations or warranties regarding any third party content, products, services, promotions or vendors, including without limitation regarding the accuracy, efficacy, safety, or completeness thereof. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. You acknowledge and agree that SmartVizX is not responsible or liable in any manner for any third party content, products or services, for any loss or damage of any sort incurred as the result of any content, products, services, dealings or promotions. Users use such third-party content, products and services at their own risk.

7. No Warranties

Except as expressly provided to the contrary in writing by SmartVizX, the Websites, and the Website materials contained therein are provided on an "as is" basis without warranties of any kind, either express or implied. SmartVizX disclaims all other warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, including the information, content and materials contained therein. SmartVizX does not represent or warrant that materials in the Websites are accurate, complete, reliable, current or error-free. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

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SmartVizX reserves the right to change any and all content contained in the Websites and to modify, suspend or discontinue the Websites or any features or functionality of the Websites at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by SmartVizX.

8. Limitation of Liability

In no event shall SmartVizX, its officers, directors, employees or agents, be liable to you for for any special, indirect or consequential damages, including but not limited to loss of use, loss of profits or loss of data, arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort (including but not limited to negligence) or otherwise. SmartVizX, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of or inability to use the Websites, the content or the materials contained in or accessed through the Websites, including without limitation any damages caused by or resulting from reliance by user on any information obtained from SmartVizX, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to SmartVizX's records, programs or services.

9. Indemnification

You hereby indemnify to the fullest extent SmartVizX from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

10. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

11. Variation of Terms

SmartVizX is permitted to revise these Terms at any time as it sees fit, and by using this Website, you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

12. Assignment

SmartVizX shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be

permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

13. Termination

Notwithstanding any of these Terms, SmartVizX reserves the right, without notice and at its sole discretion, to terminate your license to use the Websites, and to block or prevent future your access to and use of the Websites.

14. Entire Agreement

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between SmartVizX and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

15. Governing Law & Jurisdiction

These Website Terms and your use of the Websites will be governed by and construed in accordance with Indian laws. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of Delhi courts for resolution of any dispute arising out of these Website Terms.

16. Questions & Contact Information

Questions or comments about the Websites may be directed to SmartVizX at the email address info@trezi.com

If you have any questions about these Terms, you may contact us by any of the following methods:

- By email: legal@trezi.com
- By writing to us at:

SmartVizs Private Limited
Attn: Legal Department
A-18 Sector 16
Noida – 201 301
Uttar Pradesh
India