

# TERMS & CONDITIONS (PURNANK)

## **Background:**

**PURNANK** is an integrated business management software that covers Financial Accounting, Inventory management, Billing, Statutory Reports and MIS, It is one the best emerging enterprise software by ***INTEGER Technology & Solutions Pvt. Ltd*** in India with hundreds of installations with reputed organizations and number of users growing day by day.

We respect and value the privacy of every users who has avail our services and will only collect and use information in ways that are useful to you and in a manner consistent with your rights and our obligations under the law.

Thank you for choosing PURNANK Subscription. Your use of the service and software is governed by the terms and conditions of the Just Apps Service Agreement to you agreed to when you signed up for a PURNANK Account and the terms and conditions of this Supplement:

“By accepting this agreement or using the software/service, you agree to all of these terms and consent to the transmission of certain information during activation and for offline-based features of the software/service.”

## **General Conditions:**

Subject to the terms and conditions and except as otherwise provided in this License Agreement, Subscribers are acknowledge that the PURNANK, all copies of the Software, any derivative works, compilations, and collective works of the Software, and any know-how and trade secrets related to the Software are the sole and exclusive property of ***INTEGER Technology & Solutions Pvt. Ltd.***

As used herein the "Offline Software (PURNANK)" is subject to licenses, you do not have any rights in or to the Software except as expressly granted in this License Agreement. ***INTEGER*** retains all copyright, trademarks, patent, and other intellectual property rights to the Software.

**Integer Technology & Solutions Pvt. Ltd.**

Contact: + 91 8292712983, 7546010005, 7546010008, 0612-2592550

Email: [contactus@intspvt.com](mailto:contactus@intspvt.com)

## **Service Offered:**

**INTEGER** offers Subscribers its services at an affordable cost (Software Cost with GST), an offline-application for accounting purposes for the duration of One year (Calculated from Day of application/service purchased from INTEGER).

## **Limitation of liability:**

- **INTEGER's** liability to you is limited to the fees collected from you for the purchased software. We do not sell our software or your copy of it – we only license it. Under our license we grant you the right to use it and its services.
- **INTEGER** will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to the acts or omissions of any other person or due to the provision to it of incomplete, misleading or false information or if they are due to a failure to act on its advice or a failure to provide it with relevant information
- **INTEGER** will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service it is providing is withheld or concealed from it or misrepresented to it. This applies equally to fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.
- **Subscriber** will be sole responsible in order to manage your accounts correctly you agree to protect your account credentials. You should not share your login information to anyone outside your organization.

## **Access of Our Service:**

**Subscriber** will not be able to access and use the PURNANK service without a valid username and password and valid License Key, once your access period expires. You can retrieve your password by using our Renewal Services with a reasonable cost (Renewal Service Cost with GST).

**Integer Technology & Solutions Pvt. Ltd.**

Contact: + 91 8292712983, 7546010005, 7546010008, 0612-2592550

Email: [contactus@intspvt.com](mailto:contactus@intspvt.com)

## **Software License:**

**Subscriber** will be granted a non-transferable, non-exclusive license to use the Service in accordance with these Terms of Service as per the number of devices you choose for the plan.

### **Scope of Use**

The Software is licensed per machine. This means the Software may not be activated nor running at the same time on different computers or virtual machines. The computer on which the Software is installed can be used by multiple users as long as only one user is using the computer at a given time.

### **License Grant**

Subject to the terms and conditions set forth in this Agreement, INTEGER hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, non-exclusive license to use, as applicable,

**License Grant Options.** You are granted either a Trial License, or a commercial License

### **Option -1 (Trial License)**

#### **Trial License Grant**

If you download a Trial, then, subject to the terms and conditions set forth in this agreement, INTEGER hereby grants you to accept a License for evaluation purposes only. The Trial may have limited features and will cease operating at the end of the Trial Period.

**Integer Technology & Solutions Pvt. Ltd.**

**Contact: + 91 8292712983, 7546010005, 7546010008, 0612-2592550**

Email: [contactus@intspvt.com](mailto:contactus@intspvt.com)

## **Trial License Restrictions**

In addition to the license limitations set under this option are:

- You are authorized to install, copy, and use the Trial ONLY for 30 days from the time of the Software activation, for the sole purpose of testing its functionality and performance.
- You may not integrate the Software into end products or use it for any commercial, productive or training purpose.
- You may not disclose the results of software performance benchmarks obtained using the Trial to any third party without INTEGER's prior written consent.
- Any tests created during the Trial Period may not be used or executed after the Trial Period is over, unless you purchase the commercial license.
- You are advised not to use Trial version professionally, saving your important data are not guaranteed with this Trail version, It May result in losing your important data.

## **Support and Updates**

### **Support.**

During the Trial Period, You are entitled to get support within 72 hrs. in working Days, the “Trial” support package has certain limitations and restrictions described in the following Fair Usage Policy.

### **Support Package Fair Usage Policy**

INTEGER may limit or terminate your access to any or all of the support services available under the Trial support package if your use of the support services is determined by INTEGER, in its sole and reasonable discretion, to be excessive.

### **No Warranty**

Each trial is licensed ‘as is’. You bear the risk of using it. Integer gives no express warranties, guarantees or conditions. To the extent permitted under local laws, integer excludes the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

**Integer Technology & Solutions Pvt. Ltd.**

**Contact: + 91 8292712983, 7546010005, 7546010008, 0612-2592550**

Email: [contactus@intspvt.com](mailto:contactus@intspvt.com)

## **Option -2 (Commercial License)**

**License Grant.** If You (i) purchase a Perpetual License with Updates and Priority Support or (ii) have an active annual subscription to the Software (an “Active Subscription”), then, subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, non-exclusive license to install and use such Software in executable, object code form only.

### **Support and Updates**

You will receive minor and major updates for the Software as well as the “Priority” support package for either (i) one year from the date on which You purchased or renewed Your Perpetual License with Updates and Priority Support or (ii) while You have an Active Subscription (each, a “Subscription Period”), as described in further detail below.

### **Priority Support Package**

During the Subscription Period, You are entitled to have the “Priority” support package as described in greater detail, with its limitations and restrictions described in the following Fair Usage Policy.

### **Support Package Fair Usage Policy**

INTEGER may limit or terminate your access to any or all of the support services available under the Priority support package if your use of the support services is determined by INTEGER, in its sole and reasonable discretion, to be excessive.

**Integer Technology & Solutions Pvt. Ltd.**

**Contact: + 91 8292712983, 7546010005, 7546010008, 0612-2592550**

Email: [contactus@intspvt.com](mailto:contactus@intspvt.com)

## **Update Subscription**

During the Subscription Period, You are eligible to receive all updates for the version of the Software that you license. Updates replace and/or supplement (and may disable) the version of the Software that formed the basis for your eligibility for the update. The parties agree and acknowledge that updates provided to you as part of this Agreement may include new software features or functionality governed by additional terms and conditions.

By accepting, downloading, installing or in any way using new features or functionality, you shall be deemed to have accepted these additional license terms. If you do not agree to these additional terms and conditions, you should not download, install or use the updates. In case of a conflict between the terms and conditions of the Agreement and the terms and conditions applicable to any new product made available to you as part of any updates, the terms and conditions of this Agreement shall govern.

## **Security:**

***Subscriber/ Account Holder*** is ultimately responsible for administering and safeguarding any passwords created to control access to its Book Keeper account: please keep any password issued to you secure. **INTEGER** staff, do not have access to any Account Holder's passwords and will not be able to access your account without the Account Holder's authentication and permission. All transfer of Accounts Holder's data between our Applications to any of your external environment is **encrypted**.

**Integer Technology & Solutions Pvt. Ltd.**

**Contact: + 91 8292712983, 7546010005, 7546010008, 0612-2592550**

Email: [contactus@intspvt.com](mailto:contactus@intspvt.com)

## **Fees and Payment Terms:**

**Subscriber** has to pay a subscription fee that will be charged as per the opted plans. We strictly comply with the laws of the land and we will charge Service Tax (GST) at applicable rates.

- Service fees are due at the time of order or on the day of renewal. All fees must be paid in full.
- We shall be under no obligation to provide the Service if the subscription fee is not paid to us on time. If subscription is not renewed for **45 days** after expiration, we treat the account permanently closed and further subscriber will not liable to take any renewal benefits.
- Any applications or requests for services will be declined if payment cannot be successfully processed within **48 hours** of the order.

## **Cancellation:**

**Subscriber** can close the PURNANK account application or **INTEGER** services at any time by contacting us on our support E-mail or Contact No. for No. further subscription fees will be billed and no refund will be made of any subscription fees already billed and paid.

**Integer Technology & Solutions Pvt. Ltd.**

Contact: + 91 8292712983, 7546010005, 7546010008, 0612-2592550

Email: [contactus@intspvt.com](mailto:contactus@intspvt.com)