

VASY-ERP the Division of Croods Consolidate Pvt Ltd Subscription Agreement.

### 1. Introduction

- The terms and conditions of this Subscription Agreement relate to the use of our Services by you.
- While requesting services for the first time we will provide you an individual user account number and you must use this account while requesting services from Vasy ERP.
- This Subscription Agreement is between you the Subscriber and Vasy ERP.
- By entering into this Subscription Agreement, you agree to be bound legally by the terms and conditions of Vasy ERP.

### 2. Commencement and duration of this Subscription Agreement

- This Subscription Agreement shall commence on the date we issue you with a confirmation e-mail/sms confirming your subscription to the Service.
- We accept orders on the basis that, the person who is placing the order will be liable to pay to Vasy ERP for the services. It is your responsibility to ensure the security of your user account. You will be liable to pay for any services ordered on that account until we receive notice from you to the contrary.
- This Subscription Agreement shall continue for initial contract period of one Year and shall continue thereafter on a rolling yearly contract basis, unless and until terminated by either party by providing the other with thirty (30) days written notice.

### 3. Authority to utilise the Service

- In consideration of your payment of the Charges, Vasy ERP grants to you a non-exclusive, non-transferable right and licence to use the Service, subject to the terms and conditions of this Subscription Agreement.
- Vasy ERP accept orders on the basis that, the person placing the order will be liable to pay us for the services. It is your responsibility to ensure the security of your user account. You will be liable to pay for any services ordered on that account until we receive notice from you to the contrary.
- On accepting a request for services from you we will acknowledge our acceptance and confirm the details you have supplied us with by way of e-mail. Our acceptance of instructions is deemed to have occurred at the time of our sending the e-mail and not at the time of your receipt.

### 4. Vasy ERP responsibilities

- Vasy ERP shall use its best endeavours to ensure the Service functions materially in accordance with any User Guides
- Vasy ERP gives only provide services on the basis that you have given us full and proper instructions and the authority to lawfully carry out those instructions.
- Vasy ERP will exercise reasonable care in compiling our site, use reasonable efforts to make our site available to you at all times; and take the steps set out in our Privacy Policy to endeavour to security of data.

## 5. Support

- Vasy ERP provide video tutorials for whole product and separate module to educate the subscribers.
- Vasy ERP shall be available during the hours of 09:00am to 9:00pm, Monday to Friday (weekends and holiday excluded) respond to Support Requests.
- Vasy ERP shall use its best endeavours to respond to any Support Request by e-mail within 3 working hours of receipt.
- Vasy ERP reserves the right to limit any time spent on a single Support Request to thirty (30) minutes.
- You shall have the right to make four Support Requests per Month.
- VASY ERP takes weekly backup of data. However, you are requested to take separate backup in order to avoid loss of data. Vasy ERP is not liable for any financial compensation for Data Loss.
- Support calls may be maintained for quality of service and training purposes.

## 6. Your responsibilities

- Use the Service in accordance with these terms and conditions;
- Use the Service only for lawful and proper purposes and comply with all applicable laws, regulations and conventions.
- Promptly notify Vasy ERP if you suspect or become aware of any unauthorised use of the Service.
- Not seek unauthorised access to the Service by any means whatsoever.
- Vasy ERP make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information.

## 7. Charges and Payment

- The Charges payable for services that you order are set out on our site. Vasy ERP reserve the right to vary these prices from time to time and post such changes on our site. Fees charged by Vasy ERP can change and those will be in force from next renewal time.

## 8. Right to cancellation and refund

- Under the terms of the Consumer Protection (Distance Selling), you may have the right to cancel the contract between us within 15 working days after the date on which your services are activate or the date on which the contract for the provision of services is concluded. In these circumstances your money will be refunded after deducting the expenses incurred.
- This right to cancel does not apply to products which have been personalised or made or supplied according to your specifications or to services once performance of those services has started with your approval.
- You agree to pay the prices set out on our website for services selected by clicking the accept button.
- Payment for any services to be renewed annually, will be automatically renewed unless we are notified otherwise

## 9. Performance

- Vasy ERP will use reasonable endeavours to meet the time estimates given on our site but these remain estimates and in particular we accept no responsibility for delay caused by third parties or for reasons outside our control (such as the unavailability of the world wide web or for computer systems or telecommunications failure).
- Vasy ERP not obliged to accept any request or to continue to perform any service. We reserve the right to reject any request or to discontinue the performance of any service without liability

## 10. Variation

- Vasy ERP reserve the right at any time without notice to revise the content of our site (including the services offered by us) and the terms and conditions. Any changes to the terms and conditions will be posted on our site and by continuing to use our site following any such change you will signify that you agree to be bound by the revised terms and conditions.

## 11. Termination of Access

- Vasy ERP reserve the right in our sole discretion to deny users access to our site or any part of our site without notice and to decline to provide the service to any user that is in breach of the terms and conditions.

## 12. Privacy

- You agree that we may collect, store, and use information about you in accordance with our Privacy Policy. You acknowledge and agree to be bound by the terms of our Privacy Policy.

## 13. Ownership Rights

- All rights in the design, text, graphics and other material on our site and the selection or arrangement thereof are the copyright of us or other third parties. Permission is granted to electronically copy and print in hard copy portions of our site solely in connection with the acquisition of goods or services through our site. Any other use of materials on our site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without our prior written permission is strictly prohibited.

## 14. Jurisdiction

- Our relationship with you will be governed by the jurisdiction where our corporate office registered.

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