

## **Terms of Use**

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# Terms of Use

The website located at [www.techland.app](http://www.techland.app) (“website”) is published, owned, and operated by **S.N. Silos Private Limited** (“TechLand,” “Company,” “we,” “us,” and “our”).

All the terms and conditions mentioned herein (hereinafter referred to as “Browse-wrap Agreement or “Terms of Use”) governs the access to and the use of this website including any and all web pages hosted on the website. These Terms of Use are applicable to any and all individuals and entities browsing, using, exploring and navigating the website whether accessed via a computer, mobile device, printed hardcopies or otherwise.

By continuing the use of this website, you are, hereby, indicating your complete acceptance to abide by all the terms and conditions mentioned herein on as-is basis without any prejudice. In case you do not agree with any of the terms and conditions mentioned herein, kindly, immediately cease/stop the using, exploring, navigating and browsing the website.

## 1. Definitions

- 1.1. Data Collection:** We may collect data/information to provide you services, inform you about relevant products and services offered by TechLand. We may ask User(s) for details, including but not limited to, complete name, date of birth, e-mail ID, contact number, complete address, government issued Identity Cards or any other document as needed from time to time as per applicable laws. For more on Data Collection, please, refer to our Privacy Policy.
- 1.2. Affiliate(s):** With respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by, is under common control, or is in direct contract for the provision of Services with such party.
- 1.3. User(s):** An individual who is accessing, browsing, navigating on our website and is a subject to the information provided by us, referred to as “User” or “You” or “Your”.
- 1.4. Services:** For the scope of this Terms of Use and Privacy Policy, “Services” refers to the service of providing information, education, marketed materials and know-how of TechLand’s app, products, offers, projects, campaigns and more to User(s) through this website.

The term Services shall be read in harmony with Section 4.3 of this Terms of Use.

## **2. Acceptance of Agreement**

- 2.1.** You, hereby, agree to abide by this Browse-wrap Agreement in its entirety including the Privacy Policy.
- 2.2.** The terms and conditions set forth herein are legally binding and govern your use of the Services amongst any and all related/allied tools, newsletter services, updates and offers. Such Services include without limitation, the successor of the website, its webpages, sub-domains or web-applications thereto (collectively, the “website”).
- 2.3.** By the virtue of this Browse-wrap Agreement you, hereby, also agree to abide by the Privacy Policy of the website.

## **3. Amendments**

- 3.1.** The Company reserves the right to amend the Terms of Use or the Privacy Policy as per this agreement with the User(s), at any time with reasonable notice, as determined by Company in its sole discretion.
- 3.2.** The company will post notice of any amendment on the Service by revising the “Last Updated” date at the beginning of the applicable document.
- 3.3.** Any and all such amendments are binding on User(s) of the Website, the TechLand Services and will take effect immediately upon such updation.
- 3.4.** By continuing to use this website after such notice is provided, you accept and agree to such amendments.
- 3.5.** If you do not agree with any amendment to the Terms of Use and the Privacy Policy, you must cease/stop using the website and the Services.
- 3.6.** If you have any questions with respect to the Terms of Use of this Website, or the Privacy Policy, please, contact us at [director@techland.app](mailto:director@techland.app).

## **4. Products and Services offered on the Website**

- 4.1.** TechLand does not directly provide any financial products, services or advisory on the website. However, we may publish informational, educational and technical content on the website which may be downloadable by the User(s).
- 4.2.** On the website, we only publish, display, promote and market the products and services offered by TechLand and its Affiliate(s).
- 4.3.** The company provides the following products and services (“Services”) through the website, including but not limited to:

- 4.3.1.** Informing and educating the User(s) about various projects, products, services, utility, features and offers by TechLand; and
- 4.3.2.** Providing information and education about the Company, team, partners and Affiliates; and
- 4.3.3.** Providing timely updates with respect to the products and services offered; and
- 4.3.4.** Providing relevant links and knowledge associated with the Project TechLand; and
- 4.3.5.** Any other such Services as deemed fit by the Company from time to time.

## **5. User Representations and Warranties**

As a condition to accessing or using the Services, you represent and warrant to TechLand the following:

- 5.1.** You agree to neither directly or indirectly cause or attempt to interfere with, or compromise the system integrity or security, or decipher any transmissions to or from the servers running the website; and
- 5.2.** You do not, and shall not, use a VPN or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the access of the website or the Services; and
- 5.3.** You certify that you are at least 18 years of age or above and possess the competence to enter into this Browse-wrap Agreement. If you do not fulfill this eligibility criteria, you must immediately cease/stop the use of the website and the Services; and
- 5.4.** We would like to draw your attention to the fact that we never ask User(s) for financial details or payment information, such as your credit card number, passcode, ATM pin, bank account number, usernames or passwords, in an email, text or any other communication that we send to you; and
- 5.5.** You further represent and warrant, hereby, that you shall be held responsible for checking, confirming and verifying whether the website(s) and webpages on which you are asked for any such financial or payment information in relation to our reservations or Services operated by us.

## **6. User Acknowledgement**

As a condition to accessing or using the Service, you acknowledge, understand, and agree to the following:

- 6.1.** From time to time, the Service may be inaccessible or inoperable for any reason, including (but not limited to):

- 6.1.1.** equipment malfunctions; or
  - 6.1.2.** periodic maintenance procedures or repairs that TechLand or any of our suppliers or contractors may undertake from time to time; or
  - 6.1.3.** causes beyond Company's control or that Company could not reasonably foresee; or
  - 6.1.4.** disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or
  - 6.1.5.** unavailability of third-party service providers or external partners for any reason.
- 6.2.** We reserve the right to disable or modify your access to the website or the Services (including but not limited to entirely blocking your access to the website or limiting the access or use of the website or Services selectively at our sole discretion) at any time in the event of any breach of this Terms of Use or at-will. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Services being inaccessible to you at any time or for any reason.
- 6.3.** We also reserve the right to disable or modify your access to the website or the Services if we reasonably believe any of your representations and warranties may be untrue or inaccurate.
- 6.4.** If you receive discounts on fees due to any Promotions and Referrals that are not subject to separate terms and conditions and rules, then our Company reserves the right to add to, modify or eliminate the discounts and any other aspect of such Promotions and Referrals at any time at our sole discretion as per applicable laws and by-laws.

## **7. Prohibited Uses and Material Breach**

- 7.1.** By using the website, you agree to abide by the following prohibitions:
  - 7.1.1.** Use the Services in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Service; and
  - 7.1.2.** Access the Service in order to build a similar or competitive website, product, or service; and
  - 7.1.3.** Promoting the website or Services without prior written permission of TechLand; and
  - 7.1.4.** Representing TechLand before other User(s), persons (either judicial or natural), entities or bodies without prior written permission from TechLand; and
  - 7.1.5.** Misguiding, misleading or spreading false/incorrect information to other User(s), persons (either judicial or natural), entities or bodies in relation to TechLand, its products, Services, Affiliate(s) or the website.

- 7.2.** The breach, violation or infringement of this Terms of Use, shall be deemed as Material Breach and the User(s) responsible for such breach, violation or infringement shall be subjected to necessary legal action/prosecution as deemed fit by TechLand.

## **8. License**

- 8.1.** Subject to this Agreement, the Company grants you a non-transferable, revocable, limited license to access the Service solely for your personal use only, as permitted by and in compliance with the applicable law.
- 8.2.** Such limited license may be revoked any time, without any notice in advance, at the Company's sole discretion.
- 8.3.** You, also agree that you are not in any capacity whatsoever to further sub-license this agreement to any third-party.

## **9. Restriction**

This website shall not be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means without prior written permission from us. Unless otherwise indicated, all restrictions mentioned herein shall be applicable on all future releases, builds, updates, amendments to the website of the Service.

## **10. Maintenance and Support**

Our team at "TechLand" works day and night to provide you with the Services and all related updates on the website. We give our best efforts to regulate our website on a daily basis. However, technical and legal updates require us to work with short deadlines and an ever-evolving market. Thus, TechLand cannot promise to provide individual support to User(s) if they face any problems while browsing our website/using our Services.

If you are facing any issues on our website then you should come to us and report the issue on our email ([director@techland.app](mailto:director@techland.app)).

## **11. Account Suspension**

User agrees that we have all the rights to immediately pause or cancel any User's access to, including but not limited to, the Services, website, and webpages if we suspect, its sole discretion, that the User is engaging in any activity (including but not limited to):

- a.** to perform illegal activity; or
- b.** to perform fraudulent activity; or

c. in violation of these Terms of Use; or

If you are found breaching the Terms of Use either directly or indirectly, then we reserve the right to blacklist you from the use of our website, Services, app and any other related products or services.

## **12. Disclaimer**

- 12.1.** We shall not be liable for any kind of loss or damage caused due to any action (or omission) by the User(s) in reliance on content, material, data or information contained on the website.
- 12.2.** We are not providing or promoting any financial advisory through this website.

## **13. Privacy Policy**

- 13.1** By exploring or using TechLand's site, Services or submitting any information to TechLand, you are deemed to accept the terms of our Browse-wrap Agreement.
- 13.2** The Privacy Policy also mentions how we process information in the context of our customer, vendor and partner relationships and the rights and choices available to individuals with respect to their Personal Data.
- 13.3** Our Data Collection policies are further mentioned in our Privacy Policy.
- 13.4** Any words defined herein shall carry the same meaning and understanding in the Privacy Policy. In case of any conflict in interpretation or understanding the meaning of a term defined in both Terms of Use and Privacy Policy, the definition mentioned in the Privacy Policy shall prevail. The Privacy Policy (located at [www.techland.com/privacypolicy](http://www.techland.com/privacypolicy)) is a part and parcel of this Terms of Use.

## **14. Communication with Users**

- 14.1** You affirm that you acknowledge, the Company is a non-custodial service provider and has designed this website to be directly accessible by the User(s) without any involvement or actions taken by Company.
- 14.2** If you choose to provide a method of communication to the Company, it is your responsibility to provide the true, accurate and complete email address and contact information, and you consent to receive any and all communications, agreements, documents, notices, and disclosures (collectively, "Communications") electronically.
- 14.3** You agree that if the information you provide is incorrect or you are otherwise unable to receive Communications, our company will be deemed to have provided the Communications to you.



- 14.4** You, further, agree that we may provide Communications to you by posting them merely on the website or by emailing them to you at the email address you provide.

## **15. Intellectual Property**

**15.1 Company's Intellectual Property:** User acknowledges and agrees that the Company owns all legal rights, title, and interest in and to all elements of the website. The Company logo, graphics, design, systems, methods, information, computer code, software, organization, compilation of the content, data, and all other elements of the website (collectively, the "Company's Intellectual Property") are owned by the Company. All graphical/visual content available/displayed on the website are the property of the Company. Accordingly, you are not allowed to use the website or Content in any manner, except as expressly permitted by the Company in these Terms. The website or its content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way. Therefore, you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of the Company or the applicable owner. Except as expressly set forth herein, User's use of the website does not grant the User ownership of or any other rights with respect to any content, code, data, information, visuals, graphics, audio, video or other materials that User may access on or through the website. Company reserves all rights to the Company Materials, hereby, not expressly granted to User(s) by this Terms of Use.

**15.2 Non-Company Intellectual Property:** Any and all third-party materials, content, visuals, graphics, videos, audios, trademarks, copyrights, patents, product names, logos, and all other intellectual property on the website are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the due title holder of the said intellectual property.

## **16. Indemnification**

**16.1** You agree to release, indemnify, and hold harmless the Company, and their respective officers, heirs, directors, employees, Affiliates and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to your access to, use of, or inability to use the website, the website, or Service:

**16.1.1.** Your breach of this Agreement; or

**16.1.2.** Your violation of any rights of a third party; or

**16.1.3.** Your violation of any Applicable Law.



## **17. Limitations on Liability and Warranty**

**17.1** To the maximum extent permitted by law, the company will not be liable in any event to you or any third party for any (but not limited to):

- i. financial loss; or
- ii. lost profits; or
- iii. lost data; or
- iv. costs of procurement of substitute products; or
- v. any indirect; or
- vi. consequential; or
- vii. exemplary; or
- viii. incidental; and
- ix. special or punitive damages arising from or relating to these terms or your use of.

**17.2** Access to, and use of, this website or Service is at your own discretion and risk and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom.

**17.3** Any and all information, products or Services provided by the Company to you via the website, including, without limitation, all content such as audio, video, graphics, text and visuals, are provided on an “as is” and “as available” basis without any warranty, guarantee or promise. The company and its third-party licensors make no representation, warranty or covenant concerning the accuracy, quality, suitability, completeness, sequence, timeliness, security or availability of the website or any content posted on or otherwise accessible via the website.

**17.4** You specifically acknowledge that the Company and its third-party licensors are not liable for the defamatory, obscene or unlawful conduct of other third parties or User(s) of the website and that the risk of injury from the foregoing rests entirely with you.

**17.5** Neither the company nor any of its third-party licensors represent, warrant or covenant that the website will be secure, uninterrupted or error-free. The company further makes no warranty that the website will be free of viruses, worms or trojan horses or that it will function or operate in conjunction with any other product or software. You expressly agree that use of the website is at your sole risk only. The company, its heirs, representatives, executives, employees and agents shall not be responsible for any termination, interruption of service, delays, errors, failures of performance, defects, line failures, or omissions associated with the website or your use thereof.

## **18. Modifications**

The company reserves the right, at any time, to modify, suspend, or discontinue the use of the website (in whole or in part) with or without notice to you. You agree that the Company will not be liable to you or to

any third party for any modification, suspension, or discontinuation of the website or any part thereof.

## **19. Waiver**

The waiver by the Company of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

## **20. Governing Law and Jurisdiction**

These Terms are governed by the laws of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in New Delhi, India in all disputes arising out of or relating to the use of the website.

## **21. Dispute Resolution**

Notwithstanding anything to the contrary contained herein, any and all disputes, conflicts, controversies and any claims arising out of or relating to this website including interpretation, meaning, scope, operation, effect and / or validity thereof ("Dispute"), shall be resolved by the way of arbitration. The juridical seat of arbitration shall be at New Delhi, India. The language of arbitration shall be English only. The law governing the arbitration proceedings shall be Indian law. The decision of the arbitrator shall be final and binding on the parties. Subject to the above, the competent courts at the seat shall have exclusive jurisdiction.

## **22. Entire Agreement**

This Agreement and each of its exhibits or appendices, constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties, or agreements of any kind, except as expressly set forth herein.

## **23. Severability**

If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

## **24. Non-Assignment**

You may not assign or transfer any rights hereunder without the prior written consent of the Company. Except as provided in this section, any attempts you make to assign any of your rights or delegate any of your duties hereunder without the prior written consent of the Company shall be null and void. The Company may assign this Agreement or any rights hereunder without consent.

## **25. Affiliates**

The affiliates are not our agents, i.e. no mutual agency relation between TechLand and any of its affiliates unless designated in writing.

## **26. Consent**

By executing this Agreement, each party, for itself represents such party has read or caused to be read this Agreement in all particulars, and consents to the rights, conditions, duties and responsibilities imposed upon such party as specified in this Agreement. Each party represents, warrants and covenants that such party executes and delivers this Agreement of its own free will and with no threat, undue influence, menace, coercion or duress, whether economic or physical. Moreover, each party represents, warrants, and covenants that such party executes this Agreement acting on such party's own independent judgment and upon the advice of such party's counsel.