



TERMS AND CONDITIONS

Definitions

For the purposes of these Terms and Conditions:

- Company (referred to as either "the Company", "TSS", "We", "Us", or "Our") refers to TSS Consultancy Private Limited.
- Registered Office: 602,603 E Wing A Block, Tradelink, Kamala Lower Parel, Mumbai 400013, India.
- You means the individual, company, or legal entity accessing or using TSS Services.
- Device means any device that can access the Service such as a computer, laptop or a digital tablet.
- Feedback means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Services.
- Website refers to TrackWizz, accessible from <http://www.trackwizz.com>
- Terms and Conditions (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Acknowledgement

- These Terms and Conditions set out the rights and obligations of all users regarding the use of TSS Services. These Terms and Conditions apply to all visitors, users and others who access or use TSS Services.
- I / We agree to the Terms and Conditions governing the use of Services provided by TSS.
- I / We understand, am / are aware and accept that TSS maintains the website to provide visitors with information about TSS, its products and services and to facilitate communication with TSS and how to avail its services.
- I / We also accept that visitors to the website are required to read the below Terms, and use of the website constitutes my / our acceptance and agreement to be bound by such Terms, and the changes therein to the Website Usage Terms from time to time.
- I / We understand and accept that all information submitted by me / us through the TSS website shall be deemed the property of TSS, and TSS shall be free to use any ideas, concepts, know-how or techniques provided by me/us at the website, in any manner whatsoever. On initiating a contact through the TSS

website I / we agree to being contacted by TSS or any other entities with whom TSS has entered into an arrangement.

- I / We agree that I / we shall not copy, reproduce, sell, redistribute, publish, enter into a database, display, perform, modify, transmit, license, create derivatives from, transfer or in any way exploit any part of any information, content, materials, services available from or through the TSS website, except that which I may download for my own personal, non-commercial use.
- I / We acknowledge that the software, hardware, and any other technology underlying the TSS Website, as well as all related services and products provided by TSS, are the exclusive legal property of TSS.
- I / We understand and accept that not all the products and services offered on this website are available in all geographic areas and I / we may not be eligible for all the products or services offered by TSS on the website. TSS reserves the right to determine the availability and eligibility for any product or service.
- I / We accept that the Courts in Mumbai alone shall have exclusive jurisdiction as regards any claims or matters arising out of dealings with TSS, and all disputes will be governed by the laws of India.
- Your access to and use of the services is subject to your acceptance of and compliance with the Privacy Policy of TSS. Our Privacy Policy describes the use of your personal data when you use the website and tells you about your privacy rights.

Intellectual Property

The Service and its original content including images or any information on this website, features and functionality are and will remain the exclusive property of TSS. The Service is protected by copyright, trademark, and other applicable laws of India. Our trademarks and copyrights or any other information from this website may not be used in connection with any product or service without the prior written consent of TSS.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company.

TSS has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of

or reliance on any such content, goods or services available on or through any such websites or services.

Force Majeure:

TSS shall not be liable for any failure on part of TSS to perform any of its obligations under these Terms and Conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure event continues.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of TSS, including without limitations, unavailability of any communication systems, breach, or virus in the processes, sabotage, fire, flood, explosion, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.

Miscellaneous:

- Failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to the exercise or enforcement thereof at any subsequent time.
- TSS shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/ facilities due to technical fault / error or any failure in telecommunication network or any error in any software or hardware systems beyond their control.
- TSS may disclose both personal and non-personal information to government or law enforcement officials when required by applicable laws, regulations, or legal processes. This includes, but is not limited to, situations where we believe disclosure is necessary to comply with legal obligations, respond to lawful requests or orders, or protect our rights, property, or the safety of others. Such disclosures will be made in good faith and in accordance with the requirements of the relevant legal or regulatory framework.
- TSS may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation, if You breach these Terms and Conditions.

- TSS reserves the right to record telephonic conversations with customers for quality control purposes.
- All claims, matters and disputes are subject to the exclusive jurisdiction of the competent courts in Mumbai only. These Terms and Conditions and/or the use of the services provided by TSS shall be governed by the laws of India and no other nation. The customer and TSS agree to submit to the exclusive Jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these Terms and Conditions. TSS accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than India.
- TSS reserves the right to accept / reject customer applications and TSS's decision in this regard would be final.

Changes to These Terms and Conditions

TSS reserves the right, at Our sole discretion, to modify these Terms and conditions at any time.

Contact Us

Should you have any queries relating to the features of any of the products / services of TSS, you can reach out to us at info@tssconsultancy.com.