

Terms of Use

Welcome to “my-Contracts: Contract Management Software, a product owned by LEERAH ENTERPRISES LLP” having LLP Identification Number: AAD-1374 with its registered office at Ishana -1, Flat No.5, Bhusari Colony, Kothrud, Pune - 411038 and corporate office at S-11, 2nd Floor, Ripples Mall, Sector 7, Airoli, Navi Mumbai - 400708.

These Terms of Use are between you and Leerah Enterprises LLP (“Leerah,” “we,” “us,” and “our”). Your use of the Leerah Enterprises website or any affiliated websites (the “Website”) constitutes an acknowledgement that you have read the most recent version of the Terms of Use and that you agree to adhere to its terms. If you do not agree to be bound by these Terms of Use, please cease all further use. We reserve the right to amend these Terms of Use at any time.

1. Access to Website to use “my-Contracts: Contract Management Software”

Limited License. We hereby grant you a non-exclusive, non-transferable limited license to access and make official use of the Website but not to download (other than page caching) or modify any portion of the Website without our prior written approval. You shall not use any robot, spider or other device to monitor the Website in any manner. We may terminate this license at any time.

We hereby grant you a non-exclusive, non-transferable, worldwide right to use the Service under “my-Contracts”, solely for your organization and for business purposes, under the terms and conditions of this Agreement and your subscription order. All rights not expressly granted to you are reserved by us.

You may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (i) license, sublicense, sell, re-sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet “links” to the Service or “frame” or “mirror” any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You may use the Service only in connection with business operation of your organization by a duly executed contract and not for any other use un-related to your organization. You shall not permit the number of your Users as agreed to exceed the number of permitted Users which may be applicable under the terms of your subscription order. You shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

2. Policies Governing Use of the Website

Links to the Website. You are expressly prohibited from framing or linking or otherwise using or displaying the Website or any portion thereof in such a manner so that it appears to be part of your own or someone else’s website.

Links to Other Websites. We may place links on the Website to other websites on the Internet that are owned or operated by third parties. You acknowledge and agree that we are not responsible for, nor do we endorse or support, the operation of or content located on any such website, and we cannot and do not warrant that the content of such websites is accurate, complete, legal and/or inoffensive. By linking to these third-party websites, you acknowledge and agree that you may not make any claim against us for any damages or losses of any kind arising from the third-party website and/or the link.

3. Your Responsibilities

You are responsible for all activity of your Users occurring under this Agreement and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to us immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

4. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Leerah Enterprises LLP shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. We do not endorse any sites on the Internet that are linked through the Service. We provide these links to you only as a matter of convenience, and in no event shall we be responsible for any content, products, or other materials on or available from such sites. We provide the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

5. Intellectual Property

Trademarks. Leerah “my-Contracts” logo; graphical user interface of software; and other marks, logos, graphics, used on the Website are our trademarks and are copyright which may not be used in any manner.

Copyrights. The materials posted on the Website are copyrighted materials of the Leerah Enterprises LLP and may not be reproduced, distributed, re-transmitted, published or otherwise transferred, commercially exploited, made the subject of a derivative work or publicly displayed without permission from Leerah Enterprises LLP.

6. Disclaimer of Warranty; No Consequential Damages; Limitation of Liability

Disclaimer of Warranty. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. The Website is provided as is, without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, or warranties of non-infringement. To the fullest extent permissible by law, we make no warranties and shall not be liable for the use of the Website, including, without limitation,

any interruption of or error in the services under any circumstances, including, but not limited to, negligence.

Limitation of Liability. Under no circumstances shall, we be liable for any special or consequential damages that are directly or indirectly related to the use of, or the inability to use, the website, even if We have been advised of the possibility of such damages.

7. Termination for Cause

Any breach of your covenants, representations or warranties in this Agreement will be cause for termination of the Service, and Leerah Enterprises LLP in its sole discretion, may terminate your passwords, account access or use of the Service

8. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Leerah Enterprises LLP represents and warrants that it will provide the Service in a manner consistent with general accepted industry standards. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

9. Modification to Terms

We reserve the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, and we will provide advance notice of any such change through a posting on our website or such other means as we may deem appropriate (including email). Continued use of the Service after any such changes shall constitute your consent to such changes.

10. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Leerah Enterprises LLP but may be assigned without your consent by Leerah Enterprises LLP to (i) a parent or subsidiary, (ii) an acquirer of assets.

11. Indemnification

You shall indemnify and hold Leerah Enterprises LLP, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you of this Agreement, provided in any such case that Leerah Enterprises LLP (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Leerah Enterprises LLP of all liability and such settlement does not affect Leerah Enterprises LLP business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

10. Disclaimer of Warranties

LEERAH ENTERPRISES LLP SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LEERAH ENTERPRISES LLP IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. Miscellaneous

1. Prohibited Uses. You expressly agree not to use the Website in a manner that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation. You acknowledge that prohibited conduct includes, but is not limited to, use of the Website to invade the privacy of third parties, violation of intellectual property rights, impersonation of our personnel or other parties or entities, transmitting abusive, profane, libelous, slanderous, threatening or otherwise harassing material via e-mail. You also agree not to use the Website to violate the security of the Website or attempt to utilize another user's account name or persona without authorization from that user.

2. Choice of Law; Jurisdiction. These Terms of Use shall be governed and interpreted in accordance with the substantive law of India without regard to its conflict of law provisions. You agree to the exclusive jurisdiction of the courts in India.

3. Severability. If any provision of Terms of Use is deemed invalid or unenforceable, that provision shall be deemed severable & shall not affect the validity, legality or enforceability of remaining provisions.

4. Survival. Any section of these Terms of Use which by its terms and nature is meant to survive the termination of these Terms of Use shall survive such termination.

5. Cookies: Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting.

6. Entire Agreement. These Terms of Use set forth the entire understanding and agreement between us with respect to the subject matter hereof.