

Terms & Conditions to the Agreement

This agreement is formed between the Subscriber referred to overleaf and SPORADA SECURE INDIA PRIVATE LIMITED having its office at 687/7, Sakthivel Towers, 3rd Floor, Trichy Road, Ramanathapuram, Coimbatore - 641045, Tamil Nadu (herein after referred as the “**Service Provider**”).

BACKGROUND

1. The Subscriber is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Subscriber.
2. The Service Provider is agreeable to providing such services to the Subscriber on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Subscriber and the Service Provider (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided

1. The Subscriber hereby agrees to engage the Service Provider to provide the Subscriber with services (the “Services”) consisting of providing the following services by demand: Virtual CCTV Monitoring service, Remote surveillance service with real time reporting.
2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Subscriber.

Term of Agreement

3. The term of this Agreement (the “Term”) will begin on the date of signing this agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this agreement, that Party will be required to provide 30 day’s notice to the other Party.
5. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this agreement take effect.

Billing and Payment

7. 1 The subscription shall have validity of one month / Quarterly / Half-yearly / Annual based on the plan offered by Service provider from time and the service will be offered.

The service provider reserves the right to change the plans as and when deemed necessary. The subscriber is responsible to pay the bills every month / quarterly / half-yearly / annually before the subscription ends.

- 7.2 The service provider doesn’t encourage cash payments and if in any case cash payment is made to the service provider or to his franchisee, DSAs, Collection agents will be accepted only if the subscriber obtained a valid receipt. In case of payment through cheque the liability of the cheque is owned by the subscriber. Any such cheque is dishonoured may invite penalty on the subscriber as decided by the service provider in addition and without prejudice to the statutory remedies available to the service provider under law.

- 7.3 The subscriber cannot cancel the subscription within 3 months from the date of availing the subscription and if it’s cancelled any deposit or subscription held with the service provider will be forfeited.

- 7.4 In case of any changes in the IP address or domain name or edge device (DVR / NVR/ IP Camera or any other network devices) the subscriber should intimate the service provider immediately to provide uninterrupted service.

Payments

8. For the services rendered by the Service Provider as required by this Agreement, the Subscriber will provide compensation (the “Subscription”) to the Service Provider as follows:
 - The Subscriber will pay the Service Provider as agreed in the plan mentioned in the subscriber enrolment form. Each service has its own costs and the Service Provider agrees to inform the Subscriber what are the costs involved when setting the service and the Subscriber agrees to pay the total amount when the service is delivered.
9. The Subscription will be payable by the subscriber upon completion of the Services.
10. The Service Provider is responsible for monitoring the Subscriber premises through live CCTV footage and the list of activities to be monitored by the Service Provider (**only for Premium pack subscribers**) as mutually agreed by both the parties are annexed with this agreement as **Annexure - I**.

In case of any events not reported by the Service Provider to the Subscriber due to negligence as agreed in **Annexure - I**, the Service Provider is liable to pay the Subscription charges of that particular month as compensation to the subscriber.

The compensation clause will not be applicable when an event(s) is not reported by the Service provider due to failure of camera, router or any other network devices, slow internet or no internet service, power failure, out of the coverage area of camera or any other issues on the subscriber’s devices which fails to send the live footage, natural disaster or any other network issues including but not limited to internet bandwidth, power failure or device failure during natural disaster.

- The Service provider is not liable to pay any compensation to the subscriber for any loss arises due to theft or any other reason at the subscriber property.
11. The above Compensation includes all applicable tax, and duties as required by law.

Confidentiality

12. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Subscriber which would reasonably be considered to be proprietary to the Subscriber including, but not limited to, CCTV footage, Events recorded, business processes, and client records and that is not generally known in the industry of the Subscriber and where the release of that Confidential Information could reasonably be expected to cause harm to the Subscriber.

13. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Subscriber. This obligation will survive indefinitely upon termination of this Agreement.

14. All written and oral information and material disclosed or provided by the Subscriber to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

Return of Property

15. Upon the expiry or termination of this Agreement, the Service Provider will return to the Subscriber any property, documentation, records, or Confidential Information which is the property of the Subscriber.

Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the service provider is acting as an independent contractor and not as an employee. The service provider and the Subscriber acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows: SPORADA SECURE INDIA PRIVATE LIMITED having office at 687/7, Sakthivel Towers, 3rd Floor, Trichy Road, Ramanathapuram, Coimbatore - 641045, Tamil Nadu **Email: support@sporadasecure.com**

Dispute Resolution

18. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
19. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

21. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

22. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Subscriber.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

27. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with the laws in force in India. The service provider shall hereby submit to the jurisdiction of the courts situated at Coimbatore for the purpose of actions and proceedings arising out of the agreement and the courts at Coimbatore shall have the sole jurisdiction to hear and decide such actions and proceedings.

Severability

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

I have read and understood the terms and conditions of this agreement and according my acceptance below;

Signature of the Subscriber