

Terms and Conditions

Effective Date: [Insert Date]

Welcome to www.osiansoftware.com ("Website"), owned and operated by **Osian Infotech Private Limited** ("Company", "we", "our", or "us"). These Terms and Conditions ("Terms") govern your access to and use of our website, software products, SaaS platforms, on-premise solutions, and technology services.

By accessing or using this Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use this Website.

1. Definitions

- **Website** refers to www.osiansoftware.com
 - **Company** refers to Osian Infotech Private Limited
 - **Services** refers to software products, SaaS platforms, on-premise deployments, implementations, consulting, automation solutions, and related offerings provided by the Company
 - **User / You** refers to any individual, organization, or entity accessing or using the Website or Services
 - **Content** includes text, graphics, logos, software, documents, presentations, and other materials available on the Website
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2. Acceptance of Terms

By using this Website, you confirm that: - You are at least 18 years of age or using the Website under the supervision of a legal guardian - You have the legal authority to enter into a binding agreement - You agree to comply with all applicable laws and regulations

These Terms apply to all visitors, users, prospects, and clients accessing our Website and Services.

3. Scope of Services

Osian Infotech Private Limited provides software development, SaaS platforms, on-premise software solutions, product implementation, customization, consulting, automation platforms, and related technology services.

The Company may offer: - Cloud-hosted (SaaS) software solutions - On-premise software deployments at client environments - Custom software development and integrations - Implementation, support, and AMC (Annual Maintenance Contracts)

The specific scope, deliverables, timelines, licensing terms, and pricing for paid services will be governed by separate proposals, contracts, Master Service Agreements (MSA), or Statements of Work (SOW) mutually agreed upon with clients.

Nothing on this Website constitutes a binding commercial offer unless explicitly stated in a formal written agreement.

4. Use of the Website

You agree to use the Website only for lawful purposes and in a manner that does not:

- Violate any applicable laws or regulations
- Infringe upon the rights of others
- Disrupt, damage, or interfere with Website functionality or security
- Attempt unauthorized access to systems, servers, databases, or source code
- Introduce malware, viruses, or any harmful code

We reserve the right to restrict, suspend, or terminate access to any user who violates these Terms.

5. Intellectual Property Rights

All content on this Website, including but not limited to:

- Software platforms and products
- Source code and architecture
- Logos, trademarks, and brand assets
- Product names and frameworks
- Documents, decks, and technical materials
- Designs, UI/UX, and graphics

are the exclusive intellectual property of Osian Infotech Private Limited unless otherwise stated and are protected under applicable intellectual property and copyright laws.

You may not:

- Copy, reproduce, distribute, or modify any content without prior written consent
- Reverse engineer, decompile, or attempt to extract source code from any software or platform
- Use our branding, product materials, or documentation for commercial purposes without authorization

6. Software Licensing & Deployment (SaaS and On-Premise)

Our software may be provided either as:

- Subscription-based SaaS (cloud-hosted), or
- Licensed on-premise deployments in client infrastructure

All software usage is subject to the licensing terms defined in the respective agreement, proposal, or license contract.

Clients shall not:

- Resell, sublicense, or distribute the software without written permission
- Modify or create derivative works without authorization
- Use the software beyond the agreed scope, users, or environment

7. Client Engagement & Commercial Terms

All commercial engagements including licensing, SaaS subscriptions, implementation, customization, integration, AMC, or support services shall be governed by a separate written agreement.

In case of any conflict between these Website Terms and a signed client agreement, the signed agreement shall prevail.

8. Payments and Pricing

Where applicable: - All fees, subscriptions, and pricing will be defined in formal proposals, invoices, or agreements - Payments must be made as per agreed milestones or billing cycles - Delayed payments may result in suspension of services or access - All applicable taxes, including GST and statutory levies, shall be borne by the client as per Indian regulations unless explicitly stated otherwise

9. Data Privacy and Security

We are committed to protecting user and client data. Any personal, business, or operational data shared through the Website or our platforms will be handled in accordance with our Privacy Policy and applicable data protection laws in India.

While we implement reasonable technical and organizational security measures, we do not guarantee that the Website, SaaS platforms, or servers will be completely secure or free from vulnerabilities.

Users and clients are responsible for maintaining the confidentiality of their login credentials and access rights.

10. Third-Party Links and Integrations

Our Website or software solutions may include integrations or links to third-party tools, APIs, or websites. The Company does not control and is not responsible for the content, policies, or practices of such third parties.

Use of third-party services is at your own risk and subject to their respective terms.

11. Limitation of Liability

To the maximum extent permitted by law, Osian Infotech Private Limited shall not be liable for: - Any indirect, incidental, or consequential damages - Loss of profits, business opportunities, or data - Service

interruptions, downtime, or technical failures - Decisions made based on information available on the Website or software platforms

Our total cumulative liability under any circumstances shall be limited to the amount actually paid by the client for the specific service giving rise to the claim during the preceding 12 months.

12. Disclaimer of Warranties

The Website, software, and all services are provided on an "as-is" and "as-available" basis without warranties of any kind, whether express or implied.

We do not warrant that: - The Website or platforms will be uninterrupted or error-free - The information will always be accurate, complete, or up to date - The software will be entirely free from bugs or defects

13. Confidentiality

Any confidential information shared during demos, discussions, proposals, product evaluations, or client engagements shall be treated as confidential and shall not be disclosed to any third party without prior consent, except where required by law.

14. Termination of Access

We reserve the right to suspend or terminate access to the Website, SaaS platforms, or Services at our sole discretion, without prior notice, if: - These Terms are violated - There is misuse or unauthorized use of services - There is any activity that poses legal, security, or operational risk

15. Indemnification

You agree to indemnify and hold harmless Osian Infotech Private Limited, its directors, employees, partners, and affiliates from any claims, damages, liabilities, losses, or expenses arising from: - Your misuse of the Website or Services - Violation of these Terms - Infringement of any third-party rights - Unauthorized use of software or platforms

16. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India.

Any disputes arising out of or relating to these Terms, the Website, or the Services shall be subject to the exclusive jurisdiction of the courts in **Mumbai, Maharashtra, India**.

17. Modifications to Terms

We reserve the right to update or modify these Terms at any time without prior notice. Updated versions will be posted on this page with a revised effective date.

Your continued use of the Website after any changes constitutes acceptance of the revised Terms.

18. Contact Information

For any legal inquiries, privacy concerns, or questions regarding these Terms and Conditions, please contact:

Osian Infotech Private Limited

Website: www.osiansoftware.com

Email: privacy@osiansoftware.com

Address: 301, Arun Chambers, Next to Tardeo AC Market, Tardeo, Mumbai Central – West, Mumbai – 400 034, India

By using this Website, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.