

Terms & Conditions

This Agreement (“Agreement”) is a legal contract between the Customer as an individual or an entity (the “Customer”) and Mining Infosys Private Limited (“account.karmathalo.com”) and will be effective when the Customer accepts this Agreement.

Mining Infosys reserves the right to change this Agreement at any time at its absolute discretion without prior notice to the Customer, and such changes will be made available on the Website. Such changes will be binding on the Customer, and it is the Customer’s obligation to ensure that they have read and agree to the most recent Agreement.

DEFINITIONS

“account.karmathalo.com” means an online accounting system is a product of Mining Infosys Private Limited registered in company registrar office in Nepal (VAT Number: 606524681) whose registered office is at Liwali-8 Bhaktapur.

“Data” means any data inputted by the Customer into the Software.

“Customer” means you and includes your employees, consultants, representatives, agents and any other user that you grant access to the Software.

“Software” means the software, images, written material, databases, or other material available via the Website, which may be changed from time to time.

“Subscription Fee” means the fee payable by the Customer to Mining Infosys as detailed on the Website from time to time.

“Website” means the internet site at the domain account.karmathalo.com and the marketing website mininginfosys.com.com

1. Effective Date

This Agreement shall commence when the Customer accepts the Terms and Conditions of this Agreement (the “Effective Date”) or the date that the customer is given the credentials to use the software.

2. Use of Software

Subject to the Terms and Conditions of this Agreement, Mining Infosys hereby grants to the Customer a limited, non-transferable, non-exclusive right to access and use the Software via the Website.

Mining Infosys reserves the right, at its sole discretion, to refuse an application to use the Software or Website. This may be due to technical constraints, because the Customer or the Customer's business has been banned by Mining Infosys from using the Software or Website or for any other reason. No charge will be made by Mining Infosys to the Customer for refused applications.

3. Proprietary Rights

Mining Infosys retains all right, title and interest in and to the Software and the Website, including without limitation all intellectual property rights therein. The Customer shall keep the Software and the Website free of all security interests, liens, or other encumbrances and the Customer may not sell, lease, license, loan or otherwise transfer or dispose of any of the Software or the Website.

Mining Infosys will be the sole owner of any improvements or enhancements it makes to the Software or the Website, even if such improvements or enhancements are based on feedback provided by the Customer, and the Customer hereby assigns to Mining Infosys all rights and title to such improvements or enhancements and will execute all documents necessary to effect such ownership.

4. Usage Restrictions

As a condition of this Agreement, the Customer agrees:

- i) not to make any copies of the Software;
- ii) not to use the Software or Confidential Information for any purpose not specified in this Agreement;
- iii) not to decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code of the Software save in so far as the law allows;

iv) not to alter, merge, modify, translate, adapt, or prepare any derivative work based upon the Software;

v) not to sell, rent, lease, network, loan, sublicense, assign, disclose, distribute, or otherwise transfer the Software.

v) not to make any attempt to undermine the security or integrity of Mining Infosys's computing systems or networks;

vi) not to use, or misuse, the Software in any way which may impair the functionality of the Software or Website, or impair the ability of any other user to use the Software or Website.

5. Ownership of data

Title to and ownership of the Data remains with the Customer. However, the Customer's access to the Data is contingent on full payment of the Subscription Fee. The Customer must maintain copies of all Data inputted into the Software and Mining Infosys is not liable for any loss of such data howsoever arising.

6. Free trial

The Customer has the option of a free trial of the Software before paying the Subscription Fee. Mining Infosys gives the Customer this option so that the Customer has an opportunity to fully evaluate the Software before buying. The Customer may cancel the subscription at any time during the trial period and will owe Mining Infosys nothing.

7. Payment

Once the Customer's free trial has expired, or at a earlier date if the Customer elects, the Customer will be required to pay the Subscription Fee to Mining Infosys to continue to access the Software. Unless otherwise stated, the Subscription Fee is exclusive of VAT.

By subscribing to the Software, the Customer authorises Mining Infosys to charge the Customer's credit/debit card on a monthly basis. The first Subscription Fee payment shall be made on or after the Effective Date and each subsequent payment shall be made on the same day of each subsequent month.

8. Termination

The Customer can cancel the Subscription at any time for any reason. After the Subscription is cancelled no further payments will be taken by Mining Infosys and this Agreement will be automatically terminated.

If the Customer fails to abide by the Terms and Conditions of this Agreement, or if the Subscription Fees are not paid on time, Mining Infosys reserves the right to terminate this Agreement. Mining Infosys also reserves the right to permanently terminate this Agreement (including during any 'Free trial' or 'Beta trial' period) without cause by giving one months notice to the Customer at any time.

Upon termination of this Agreement, whether with or without cause and howsoever arising, Mining Infosys will immediately suspend and/or permanently terminate the Customer's use of and access to the Software and the Website.

Under no circumstances will Mining Infosys make any full or partial refunds of any Subscription Fees already paid by the Customer.

Mining Infosys may permanently delete the Customer's Data 90 days after this Agreement has been terminated or upon Mining Infosys's receipt of the Customer's written request.

9. Support

Any support, whether it be telephonic, electronic or other, is provided at Mining Infosys's sole discretion.

10. Confidentiality

"Confidential Information" includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including, without limitation, the Software but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party. Unless the relevant party has the prior written consent of the other or unless required to do so by law, each party will preserve the confidentiality of all confidential information of the other obtained in connection with this Agreement. Neither party will, without the prior written consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.

The provisions of this clause shall survive termination of this Agreement.

11. Privacy

Mining Infosys's privacy policy, which is available at <https://www.MiningInfosys.com.com>, forms part of this agreement.

12. Login details and password

The Customer will ensure that all login details, usernames and passwords required to access the Software are kept secure and confidential. The Customer will immediately notify Mining Infosys of any unauthorized use of passwords or any other breach of security.

13. Software and Website availability

Among other things, the operation and availability of the systems used for accessing the Software, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Software. Mining Infosys is not in any way responsible for any such interference nor prevention of the Customer's access nor use of the Software.

Mining Infosys will not be liable in any manner if the Software or Website is not available at any time or for any period for any reason.

If for any reason Mining Infosys has to interrupt the Software and/or Website for longer periods than Mining Infosys would normally expect, Mining Infosys will use reasonable endeavors to publish in advance details of such activities on the Website and/or via email in advance.

14. Acknowledgements by Customer

The Customer acknowledges that:

- the Customer shall only use the Software for the Customer's lawful internal business purposes, in accordance with the Terms and Conditions of this Agreement and any notice sent by Mining Infosys or condition posted on the Website.
- the Customer is authorised to use the Software and the Website and to access the information that the Customer accesses using the Software and the Website (whether that information is the Customer's own or that of anyone else);
- if the Customer is using the Software and accessing the Website on behalf of or for the benefit of an organisation (whether a body corporate or not) then Mining

Infosys will assume that the Customer has the right to do so and that organisation will be liable for the Customer's actions or omissions (including any breach of the Terms and Conditions of this Agreement);

- the provision of, access to, and use of, the Software is on an "as is, where is" basis and at the Customer's own risk;
- Mining Infosys is not the Customer's Accountant and use of the Software should not be a substitute for professional third party accounting advice. Any accounting, tax, VAT/GST or related questions or issues should be referred to a third party professional;
- it is the Customer's sole responsibility to determine that the Software meets the needs of the Customer.

15. Limitation of Liability

Mining Infosys gives no warranty about the Software or the Website, and does not warrant that the Software or the Website will be error-free, timely, reliable, entirely secure, virus-free, and available or that it will be suitable for the Customer's purposes or requirements to the maximum extent permitted by law.

To the maximum extent permitted by law, Mining Infosys excludes all liability and responsibility to the Customer whether arising from negligence, breach of contract or otherwise for any incidental, special, indirect, exemplary, consequential or any other damages relating to the use of or inability to use or reliance on the Software or the Website.

Mining Infosys does not make any guarantees that there will be no loss of Data, and this Agreement expressly excludes any liability for any loss of Data no matter how caused.

Where Mining Infosys is not legally entitled to exclude its liability, Mining Infosys's total liability for any loss or damage relating to the Customer's use of or inability to use the Software or the Website shall not exceed an amount equal to the Subscription Fees which the Customer has paid to Mining Infosys in the previous month.

Nothing in these terms however will exclude or limit Mining Infosys's liability for death or personal injury caused by its negligence nor for fraudulent misrepresentation.

16. Indemnity

The Customer agrees to fully indemnify and hold Mining Infosys harmless against all claims, costs, damage and loss arising from the Customer's breach of any of these Terms and Conditions or any obligation the Customer may have to Mining Infosys, including (but not limited to) any costs relating to the recovery of any Subscription Fees that have not been paid by the Customer

and third party claims arising from infringement of intellectual or other third party rights arising from material posted by the Customer on the Website.

17. Jurisdiction

The Terms and Conditions of this Agreement are governed by the laws of Nepal and the Customer hereby submits to the exclusive jurisdiction of the courts of Nepal for all disputes arising out of or in connection with Terms and Conditions of this Agreement, without reference to any conflicts of laws.

18. Rights of Third Parties

A person who is not a party to the Terms and Conditions of this Agreement has no right to benefit under or to enforce any term of these Terms and Conditions

19. Assignment or transfer

The Customer may not assign this Agreement nor transfer any of the rights, duties, or obligations arising under this Agreement, whether by merger, operation of law, or otherwise, without the prior written consent of Mining Infosys.

20. Waiver

No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any part of this Agreement is found invalid or unenforceable, that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.

21. Severability

If any part or provision of the Terms and Conditions of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

22. Entire Agreement

These Terms and Conditions and the Privacy Policy supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between the Customer and Mining Infosys.

23. Acceptance

By selecting the “I have read and accept the Terms and Conditions” option upon Registration, the Customer agrees to be bound by all of the above listed clauses.

Last updated 2019-08-31