



TERMS AND CONDITION

1. TERMS OF USE OF WEBSITE

This page (together with the documents referred on it) sets out the terms of use by which the USER (also referred to as the 'You') shall avail the services of the website www.klikseal.in (together and separately, referred to as "the/our site"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. If you do not agree to the Terms of Use, please refrain from using our site. We, at our sole discretion, reserve the right not to accept a user from registering on our site without assigning any reason whatsoever. We may amend or modify the Terms of Use at any time by posting the amended or modified terms on our Site at any time by posting changes on our site, and you shall be liable to update yourself of such changes, if any, by accessing the changes on our site. You shall, at all times, be responsible for regularly reviewing the Terms of Use and the other policies and note the changes made on our Site. Your usage of the services after any change is posted constitutes your acceptance of the amended Terms of Use and other policies.

2. WEBSITE

Our website provides details/ data and information of RFID tamper proof one-time- bolt seals (hereinafter referred to as "Klik Seal" or "E-Seal" or "E-Seals") that have been customized to meet the requirements of the new customs procedure prescribed under circular numbers 26/2017, 36/2017, 37/2017, 41/2017, 44/2017 and 51/2017, by Customs Board of Excise and Customs (CBEC). The seals conform to the specifications prescribed by the CBEC.

3. REGISTRATION

Use of our site's services requires you to register and create an account on our website. At the time of registration, you need provide certain data including IEC number and other identifying details in terms of Para 2(e) of Circular 36/2017 dated 28.8.2017 to facilitate the smooth and continued usage of the services. You also undertake to provide any additional information that may be required by Central Board of Excise & Customs or any other statutory/governmental authority. In consideration of you using our site, in registering and providing such data, you represent and warrant that:

(a) The information and the documents uploaded by you are true, correct and accurate (the "Registration Data") and

(b) You will maintain and promptly update the Registration Data and documents uploaded to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, you may be liable for action under any law for the time being in force. We shall also be bound by any directions issued by the Government to suspend or terminate your account and may be refused current or future access to and use of this Website. You represent that you are duly authorized by the legal person on whose behalf you are going to undertake the registration formalities and are competent to use our site and to create binding legal and financial obligations for any liability that may be incurred as a result of the use of our site. You shall maintain the confidentiality of your user account and password for preventing unauthorized access to your account. We will not be responsible for any breach of data occurring due to your negligence.

4. APPLICATION SERVICE

Once you have completed the registration on the website, You can purchase "Klik Seal" online from our website and thereafter use the "Klik Seal" software application for availing the facility of self-sealing as prescribed by the Central Board of Excise & Customs through circular numbers 26/2017, 36/2017, 37/2017, 41/2017, 44/2017 and 51/2017. We shall provide facilities for reading of "Klik Seal" at such Ports / Inland Container Depots (ICDs), as stated on the website. Upon arrival of the container, the seal will be scanned using the Klik readers. The data on the seal shall be read by the reader and the same will be simultaneously uploaded in real time to our secure servers. This

information shall be provided to the Indian Customs as prescribed by CBEC circular 36/2017 dated 28.8.2017 or as to be instructed by CBEC from time to time. You can access the web application to read your shipment data by using a log in ID and password which we will provide to you upon registration. You can track your shipment when it reaches the port/ICD, once the seal is scanned by the reader provided to the Indian customs and cloud hosted data is updated with the time and result of the scan.

5. PURCHASE, RETURN AND NON-TRANSFER OF “Klik Seal”

You agree that the eSeals provided by Jainam Multi-Product (India) Pvt Ltd purchased by you through our website cannot be transferred to another person/entity. You agree that the eSeals provided by Jainam Multi-Product (India) Pvt. Ltd shall be used only by you and for the purpose stated in the CBEC Circulars 26/2017, 36/2017, 37/2017, 41/2017, 44/2017 and 51/2017. You understand that the technical specifications of seals prescribed by the Central Board of Excise & Customs may change at any point in time, without prior notice. You agree and understand that eSeals once sold shall not be returnable nor any refunds shall be due to you, in case any changes arise in law affecting the use of the RFID tamper proof one-time-bolt seals or your entitlement to use the same. We do not undertake to repair or replace, any seal found to be defective. If eSeals delivered are found to be damaged at the time of delivery, you can contact our office and we will take the request and replace the same once we receive the damaged eSeals. For this purpose, you may send the same to us at your cost by courier service. In case of RFID eSeals not being read by the readers, we will replace the same.

6. INFORMATION UPLOADED BY THE USERS

It is your obligation to ensure that all the information provided is true, complete and accurate. You agree and undertake the following:

(a) You shall only use our site to post legitimate and accurate information. If any information provided by you on our Site, subsequently becomes inaccurate, misleading or false, you will promptly notify us of any such change.

(b) You shall not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; and In case any information posted on our site by you is in violation of any of the terms mentioned hereinabove and/ if we have reasonable grounds to suspect that you are in violation of these terms, we have the right to suspend or terminate your account and refuse any and all current or future access to and use of this Website with immediate effect. Once the registration is cancelled or suspended, any data/content you may have stored/submitted to the website may not be retrieved later.

7. RIGHTS OF USE

Information provided by you will be used by us according to our Privacy Policy. You further understand and agree that the information provided by you at the time of registration on our website or during the use of the application, shall be transmitted to the Central Board of Excise and Customs in terms of data sharing requirements, as prescribed by CBEC. You also agree that the said information be uploaded on our website shall be provided to CBEC and/or any other statutory/government authority, if requisitioned under the provisions of the customs act or any other law for the time being in force.

8. PAYMENT

The user agrees to provide correct and accurate details while using the system of online payments enabled on our website to the approved payment gateway for availing Services on the Website. The user shall not use the credit/ debit card which is not lawfully owned by him/her or any other payment method not legally entitled to be used by him/her. The information provided by the user will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. The user will be solely responsible for the security and confidentiality of his/her credit/ debit card /login /password details. We expressly disclaim all liabilities that may arise as a consequence of any unauthorized use of your details.

9. TERMINATION

We may, in our sole discretion and at any time, discontinue providing the Service or the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Service or the Site may be effected without prior notice, and you acknowledge and agree that we may immediately suspend, deactivate or delete your Account and all related information and Submissions made from your Account and bar any further access to such information or to the Site, except as provided under any law for the time being in force. Further, you agree that we will not be liable to you or any third-party for any suspension or termination of the Service or your access to the Site.

10. FRAUDULENT ACCOUNTS

Users who are availing our services fraudulently shall be liable for legal action under applicable laws. Such User will also indemnify us for the lawyer fees and other costs. We shall reserve the right to delete such a fraudulent account without any liability. For the purpose of this clause, we shall owe no liability for any refunds. You are prohibited from selling, trading, or otherwise transferring your Account for use by another party.

11. FRAUD

In case you have engaged in fraudulent activity, misrepresentation, falsehoods or any illegal activity in connection with our Site, we may suspend or terminate your account. We also reserve the right to take appropriate legal action under the law against you.

12. PRIVACY

You consent to the use and processing of your Registration Data and other personally identifiable user information by us. You acknowledge and agree that the data provided on the website may involve transmission of messages relating to the services (a) over various networks which may involve various countries. While we have undertaken to use all reasonable and known means for securing the integrity of transmission of data, we will not be held responsible for events arising from third parties gaining unauthorized access to such data during such transmission.

13. OUR LIABILITY

You understand and agree that Jainam Multi-Product (India) Pvt Ltd. will not be responsible or liable for any breach of security or violation of any laws with respect to your declarations in any customs documents/forms or with respect to the cargo loaded and transported by you to any customs station. You understand and agree that we will not be responsible or liable for providing any assurance regarding the entry of the cargo into the customs area or handling of cargo by either the Customs department or custodians of the customs stations. You understand and agree that we will not be responsible or liable for any matter relating to the procedure, rules or regulations under the Customs Act of relevance to self-sealing and transportation of goods to any customs area. You understand and agree that we will not be responsible and liable for any loss or delays that may arise due to incorrect use of eSeals provided by Jainam Multi-Product (India) Pvt Ltd. or incorrect information provided by you during the course of registration or use incorrect use of the web application or improper use of the readers at the Port or ICD by the authorities or due to a failure of internet services or services of telecom operators. You understand and agree that we will not be responsible and liable for any loss or delays that may arise due to uploading of data to the web application, due to issues related to connectivity or internet. While Jainam Multi-Product (India) Pvt Ltd. undertakes to do the best to ensure that availability of the website and the web application is uninterrupted, the nature of the Internet and wireless connectivity, cannot guarantee uninterrupted services. We are also not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to: (a) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) loss of anticipated savings; (e) loss of data; (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON OUR SITE, WITH THE DELAY OR INABILITY TO USE OUR SITE OR

RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH OUR SITE, OR OTHERWISE ARISING OUT OF THE USE OF OUR SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR ANY OF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF THE USER IS DISSATISFIED WITH ANY PORTION OF OUR SITE, OR WITH ANY OF THESE TERMS OF USE, THE USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR WEBSITE.

14. INDEMNITY

You agree to indemnify and Jainam Multi-Product (India) Pvt Ltd. and its, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms and Conditions or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

15. COMMUNICATION WITH USERS

You consent to receive communications from our website electronically. Our website will communicate with you by email or sms or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

16. NO AGENCY

None of the provisions of this Agreement shall be deemed to constitute a partnership, agency or joint venture between the parties.

17. INTELLECTUAL PROPERTY RIGHTS

The Website contains copyright material, trade names and marks and other proprietary information, including, but not limited to, text, information, software, photos and graphics, videos, and sound (hereinafter referred to as the 'Content'). The Content is protected by copyright law, registered and unregistered trademarks, database rights and other intellectual property rights. This website and its Content is copyright of Jainam Multi-Product (India) Pvt Ltd. The User acknowledges the copyright of Jainam Multi-Product (India) Pvt Ltd. in the Content. Any redistribution or reproduction of part or all of the Content in any form is prohibited unless express consent or permission is taken from us. The User may not, except with our express written permission, distribute or commercially exploit the Content. Nor may the User transmit the Content or store the Content in any other website or other form of electronic retrieval system.

18. COMPLAINTS

For all complaints regarding our services, you can contact our office at +91 260 2970405 / 98012 03339 between 10:00 am to 6 pm from Monday to Saturday. Complaints can also be emailed at info@klikseal.in

19. NOTICE

Any notice may be sent to us by sending the same to Jainam Multi-Product (India) Pvt Ltd., 509, Fortune Square II, Near Primary School, Vapi-Daman Road, Chala, Vapi-396191, Gujarat Except as explicitly stated otherwise, Jainam Multi-Product (India) Pvt Ltd. will send a notice to you at the email address that you have provided to us during the registration process. Notice shall be deemed given 24 hours after email is sent.

20. SEVERABILITY

The Terms and Conditions shall be severable. In the event that any provision is determined to be unenforceable, illegal or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the enforceability, legality and validity of any other remaining provisions.

21. GOVERNING LAW & JURISDICTION

The Terms and Conditions, its performance and all disputes arising out of or in connection with the Terms and Conditions shall be governed by the laws of India, with exclusive jurisdiction conferred on the courts at Vapi.

22. HEADINGS

The headings used in the Terms of Use are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

23. ENTIRE AGREEMENT

The Terms of Use, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site. By using our site, you indicate that you have read and accepted these Terms of Service, which include the privacy policy that applies to our site (the "Privacy Policy") and that you agree to abide by them. This constitutes a legally binding agreement between the parties.