

Terms of Use for www.acsiatech.com

1. Acceptance of these Terms of Use

These Terms of Use (« ToU ») state the terms and conditions governing your use of and access to the Acsia website (the « Site ») and constitute a legally binding contract between you and Acsia (« Acsia » or “we” or “us”). By accessing and browsing the Site or by using and/or downloading any content from same, you agree and accept the ToU as set forth below.

If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside.

If you are an individual accessing or using the Site on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “Organization”), then you are agreeing to these ToU on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these ToU. References to “you” and “your” in these ToU will refer to both the individual using the Site and to any such Organization.

If you do not accept to be bound by these ToU, then you must not use or access the Site.

Your agreement with Acsia is made up of these ToU, together with any additional terms and conditions posted on the Site or otherwise made available to you by Acsia.

Acsia reserves the right, at its sole discretion, to modify or delete all or portions of these ToU at any time without further notice. If we do this, we will indicate at the top of this page the date these ToU were last revised. Your use of the Site after any such changes constitutes your acceptance of the new ToU.

These ToU apply to www.acsiatech.com and any other Acsia website on or accessible via www.acsiatech.com (collectively, the “Acsia Sites”). The Acsia Sites are operated by subsidiaries of Acsia Technologies Private Limited.

Some Acsia Sites may be subject to different or additional terms. By accessing any of these Acsia Sites, you agree to be bound by any additional terms that govern use of each such Acsia Site.

By using the Sites you agree to be bound by the latest amended version of this ToU and Acsia's Privacy Policy, available at www.acsiatech.com/privacy-policy ("Privacy Policy").

2. Purpose of the Site

All the materials contained in the Site are provided for informational purposes only and shall not be construed as a commercial offer, a license, an advisory, fiduciary or professional relationship between you and Acsia. No information provided on this Site shall be considered a substitute for your independent investigation.

The information provided on this Site may be related to products or services that are not available in your country and/or will not be available at any time.

3. Links to Third-party Websites

Links to third-party websites are provided for convenience only and do not imply any approval or endorsement by Acsia of the linked sites, even if they may contain Acsia's logo, as such sites are beyond Acsia's control. Thus, Acsia cannot be held responsible for the content of any linked site or any link contained therein. Therefore, you should protect yourself against viruses, worms, Trojan horses and other potentially destructive programs that may be present on third-party websites. And you are responsible for checking and complying with terms of use applicable to these third-party websites.

You acknowledge that framing the Site or any similar process is prohibited.

4. Information you Post on the Site

Acsia does not assume any obligation to monitor the information that you may post on its Site.

You warrant that any information, Materials (the term "Material" is intended to cover all projects, files or other attachments sent to us) or comments other than personal data, that you may transmit to Acsia through the Site does not infringe intellectual property rights or any other applicable law. Such information, Materials or comments, will be treated as non-confidential and non-proprietary. You warrant that any information, Materials or comments, that you may transmit to Acsia through the Site do not affect the integrity and/or the security of the Site, and in particular, do not contain any virus, worms, Trojan horses and other potentially destructive programs.

By submitting any information or material, you give Acsia an unlimited and irrevocable license to use, copy, execute, show, display, modify and transmit such information, Material or comments, including any underlying idea, concept or know-how, in whole or in part, in any manner or medium. Acsia reserves the right to use such information in any way it chooses.

5. Social Media House Rules

We aim to keep our social media channels a pleasant experience and ensure our communities are positive, constructive, and supportive. To this end we reserve the right to remove any posts in breach of our house rules and to block any individual who violates them repeatedly.

We will remove comments that:

- Defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
- Are racist, sexist, homophobic, sexually explicit, abusive or otherwise objectionable
- Contain swear words or other language likely to offend.
- We know or suspect may break the law or condone or encourage unlawful activity. This includes publishing, posting, distributing or disseminating any defamatory, infringing, obscene, indecent, misleading or unlawful material or information.
- Advertise products or services for profit.
- Are made to appear as if they have been posted by someone else.
- Repeatedly post the same message, or are unrelated to Acsia and its brands – ‘spam’.
- We reserve the right to adjust these rules as needed and to delete content for reasons not stated in this list.

By using our social channels, you agree to comply with these house rules and the platform’s own terms and conditions.

Comments and other material posted by users of our social channels do not reflect the opinions of Acsia, nor does Acsia confirm their accuracy.

If you would like to alert us to any inappropriate use of this Site as specified, please contact: social@acsiatech.com.

6. Intellectual Property

This Site is protected by intellectual property rights including but not limited to trademarks, copyright, designs, sui generis right of the database producer, etc. and is the exclusive property of Acsia.

Any material that it contains, including, but not limited to, texts, data, graphics, pictures, sounds, videos, logos, icons or html code is protected under intellectual property law and remains Acsia or third party’s property.

You may copy, download and print off this material for personal and non-commercial purposes only and in accordance with the principles governing intellectual property laws. You must not modify any material copied, downloaded or printed off from the Site in any way. Any other use of the content of the Site without Acsia’s prior written authorization is prohibited.

Non-compliance with the above-mentioned prohibitions may constitute an act of counterfeiting and/or unfair competition engaging your civil and/or criminal liability.

Acsia's Registered Trademarks include but are not limited to the following:

- Acsia
- The Acsia logo
- Technology that drives Tomorrow

All other trademarks not owned by Acsia that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Acsia. You should require specific authorization to use for any purpose any of the trademarks owned by Acsia or any third party.

7. Warranty and Liability

All materials contained in the Site are provided «as is» and without warranty of any kind to the extent allowed by the applicable law. While Acsia will use reasonable efforts to provide reliable information through its Site, Acsia does not warrant that this Site is free of inaccuracies, errors and/or omissions, or that its content is appropriate for your particular use or up to date, and Acsia reserves the right to change the information at any time without notice. Acsia does not warrant any results derived from the use of any material. You are solely responsible for any use of the materials contained in this Site. Any use of the website is at your own risk. You must comply with all applicable laws, rules and regulations.

The information contained in this site does not extend or modify the warranty that may apply to you as a result of a contractual relationship with Acsia.

Acsia will not be liable for damages of any kind including indirect, consequential or incidental damages, lost profits or revenues, business interruption, loss of goodwill, work stoppage, security breaches, viruses, computer failure or malfunction, loss of data arising out of or in connection with the use, inability to use or reliance on any material contained in this Site or any linked site, even if any of the parties to these ToU are advised of the possibility of such losses.

8. Nullity of a Provision

If any term in these ToU is, for any reason whatsoever, held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these ToU.

9. Waiver of Rights

The failure by Acsia to exercise, or delay in exercising, a legal right or remedy provided by these ToU or by law shall not constitute a waiver of Acsia's right or remedy. If Acsia waives a breach of these ToU, this shall not operate as a waiver of a subsequent breach of the ToU.

10. Applicable Law and Jurisdiction

Any controversy or claim arising out of or related to the ToU shall be governed by Indian law. The courts of Thiruvananthapuram, Kerala State, India will have exclusive jurisdiction.

11. Miscellaneous

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