

## **nanoVision Terms of Use**

Last Updated: May 6, 2024

Welcome to the nanoVision mobile application and admin web portal ("Services"), a product of Nanostuffs Technologies Pvt Ltd ("Nanostuffs", "we", "us", or "our"). These Terms of Use ("Terms") govern your use of our Services and form a binding agreement between you and Nanostuffs. By accessing or using the Services, you agree to be bound by the following Terms.

### **1. Acceptance of Terms:**

By accessing or using the Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of the Terms, you may not use the Services.

### **2. Eligibility**

The Services are intended solely for users who are 13 years of age or older. If you are under 13 years old, you may not use the Services. By agreeing to the Terms, you represent and warrant that you are 13 or older.

### **3. License**

nanoVision grants you a limited, revocable, non-exclusive, non-transferable license to use the Services for your personal, non-commercial use only. You may not copy, modify, distribute, sell, or lease any part of the Services.

### **4. User Accounts**

You may need to create an account to access certain features of the Services. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account. You agree to provide accurate and complete information when creating your account.

### **5. User Conduct**

You agree to use the Services only for lawful purposes and in a way that does not infringe upon the rights of others or restrict or inhibit their use of the Services. Prohibited conduct includes harassing, abusing, or threatening others, transmitting any illegal or infringing content, or attempting to gain unauthorized access to the Services or other users' accounts.

### **6. User Content**

Any content, such as text, images, or other information that you upload or submit through the Services is your "User Content." You retain ownership of your User Content, but you grant nanoVision a worldwide, royalty-free,

sub-licensable, and transferable license to use, reproduce, distribute, modify, and display your User Content in connection with providing the Services. You represent and warrant that you have the necessary rights to grant this license for your User Content.

## **7. Intellectual Property Rights**

The Services, including all content, features, and functionality, are owned by nanoVision and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute any materials from the Services in any way without nanoVision's prior written consent.

## **8. Termination**

nanoVision reserves the right to terminate or suspend your access to the Services at any time, with or without cause or notice. Upon termination, your right to use the Services will immediately cease.

## **9. Disclaimers**

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NANOVISION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

## **10. Limitation of Liability**

IN NO EVENT SHALL NANOVISION, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless nanoVision, its affiliates, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these Terms, or your violation of any rights of another.

## **12. Governing Law and Dispute Resolution**

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

### **13. Changes to Terms**

nanoVision reserves the right to modify or update these Terms at any time by posting the revised Terms on the Services. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms.

### **14. Miscellaneous**

These Terms constitute the entire agreement between you and nanoVision regarding your use of the Services. If any part of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. nanoVision's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. You may not assign or transfer any rights or obligations under these Terms without nanoVision's prior written consent.

If you have any questions or concerns about these Terms, please contact us at [info@nanostuffs.com](mailto:info@nanostuffs.com).