

Narad – Terms of Service (Last updated on 1 Sept 2024)

Narad (“Narad.io”, “we”, “us” or “our”) is a SaaS based Intranet software application, built specifically to cater to the internal communication and operational needs of Growing Companies.

Narad is owned and powered by WebOsmotic Private Limited, (Address: A-6 (GF) Someshwar Nagar Society, Bhattar Char Rasta, opp. Joggers Park Road, C Block, Krishna Nagar, Jeevkar Nagar, Athwa, Surat, Gujarat 395007)

IF YOU ARE USING ANY SERVICE AS AN EMPLOYEE, AGENT, OR CONTRACTOR OF A CORPORATION, PARTNERSHIP OR ANY OTHER ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

Services offered by Narad are subject to the terms of our website/platform, policies [i.e. Terms of Use, Privacy Policy etc.] (“Policies”), available at ‘<https://www.narad.com/>’ (“Website”). By contacting Narad for the services or availing the services or by registering with us or by accepting this Agreement, now or in the future, you being the person or entity placing an order for or accessing the Service (“Subscriber” or “Customer” “you”, “your”, “yourself” or “user”) signify that you agree to these Terms of the Agreement (“Terms”) and the Policies.

This Agreement is effective between You and Us as of the date of Your acceptance of this Agreement. This Terms of Service (“the Agreement”), is entered into by and between Narad and You. Narad and Subscriber are each a "party", and together are "parties" to this Agreement. In consideration of the terms and conditions set forth below, the parties agree as follows:

1. Definitions

1.1. "Authorised User" shall mean an individual user for whom a user license has been purchased by Subscriber pursuant to the terms of the Invoice and this Agreement, and to whom unique user credentials have been given to access Narad Platform. Authorised Users may include employees, individual contractors or consultants of Subscriber or Subscriber's Affiliates or third party service providers.

1.2. "Confidential Information" shall mean all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Narad's Confidential Information shall include the terms of this Agreement and all Invoices (including all non-public pricing information). Confidential Information of each party shall include (without limitation) the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without the use of Disclosing Party's Confidential Information.

1.3. "Employee" or "Worker" means employees, consultants, contingent workers, independent contractors, and retirees of Subscriber and its Affiliates, whether actively employed or terminated, whose business record(s) are or may be managed by the Service and for whom a subscription to the Service has been purchased in an Order Form.

1.4. "Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Narad and made generally available for Production use without a separate charge to Subscribers.

1.5. "Intellectual Property" or "IP" shall mean all intellectual property (whether registered or not) including but not limited to patents, designs, literary work, artistic work, audio, video, any translations, adaptations, computer programme and/or any other works, materials, software, source, executable or object code, documentation, methods, apparatus, systems and the like, any copyrightable/patentable material, trade secrets and all trademarks and trade names and any other materials that can be protected under existing or future intellectual property rights in India or any other applicable jurisdiction.

1.6. "Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights in the IP issued, honoured or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

1.7. "Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Subscriber Data; provided that an incidental disclosure of Subscriber Data to an Authorized Party or Narad, or incidental access to Subscriber Data by an Authorized Party or Narad, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

1.8. "Narad Platform" means Narad's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

1.9. "Non-Narad Services" shall mean third party applications, services, software, networks, systems, websites or databases that are integrated with the Narad Platform to interoperate with the Narad Platform.

1.10. "Terms of Service" shall mean the terms and conditions available for access and use of the Narad Platform, as modified from time to time.

2. Use of the Narad Platform, Restrictions and Responsibilities.

2.1. Rights Granted. Narad grants Subscriber a revocable, non-exclusive, non-transferable right and limited license to access, use and, where applicable, download the Narad Platform for Subscriber's internal business purposes.

2.2. Usage Restrictions. Subscriber shall not and shall not permit its Authorised Users to:

a. copy, modify, create derivative works or otherwise attempt to gain unauthorised access to the Narad Platform.

b. except as permitted under applicable law, attempt to disassemble, reverse engineer or decompile the Narad Platform.

c. use the Narad Platform on behalf of any third party or include the Narad Platform as part of service bureau or provide any business process service.

d. use the Narad Platform in any manner that interferes with or disrupts the integrity, security or performance of the Narad Platform, its components and the data contained therein.

e. sell, resell, license, sublicense, rent, lease, transfer, assign or otherwise make the Narad Platform available to any third-party without an Authorised User subscription.

f. use the Narad Platform to send or store material containing software viruses, worms or other harmful computer codes, files, scripts or programs.

g. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

h. use the Narad Platform to store or transmit any material that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous, or violates any third party rights

i. use the Narad Platform in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, or resource of Narad.

j. allow Authorised User licenses to be shared or used by more than one individual other than by way of reassigning the user license to a new user.

k. remove or obscure any proprietary or other notices contained in the Narad Platform.

l. attempt to gain unauthorized access to the Narad Platform (including features and functionality) or its related systems or network.

m. use the Narad Platform for any form of competitive or benchmarking purposes.

2.3. Subscriber Responsibilities. Subscriber shall be responsible for (i) providing accurate, current and complete information regarding the Subscriber in connection with Subscriber's access and use of the Narad Platform; (ii) Authorized Users' compliance with the Agreement, Documentation and Invoice; (iii) accuracy, quality and legality of the Subscriber Data; (iv) means by which the Subscriber Data was acquired and Subscriber's use of the Subscriber Data; (v) using commercially reasonable efforts to prevent unauthorised access to or use of the Narad Platform; (vi) using the Narad Platform in accordance with this Agreement, Documentation and Invoice; (vii) all activities that occur under Subscriber's account; and (viii) compliance with all applicable laws and regulations;

3. Payments and Refunds

3.1. Payment for the Service is made in one of the following ways:

- a) Cyclically, in either a monthly or yearly payment plan as selected by the User ("Recurring Payment"). The User authorizes the entity providing internet payment services to charge the User with fees for the selected Service automatically. The fee will be automatically charged in accordance with the Service selected by the User and the billing period;
- b) As a one-time payment, paid in advance ("One-time Payment"). A one-time payment will not automatically be renewed;
- c) Based on individual arrangements with the Service Provider.

3.2. The available payment methods depend on the Paid Package selected by the User.

3.3. Recurring Payments are possible only using a credit or debit card registered by the User or another selected payment method allowing for the cyclical charge of the User.

3.4. If payment cannot be made due to an expired card, lack of funds, or any other reason, the Service Provider will inform the User twice within seven days. If despite both notifications, the User does not adjust the payment method to enable the cyclical charging of the fee, the Service Provider is entitled to suspend access to the Service.

3.5. The User may resign from Recurring Payments at any time, with the provision that resignation from the Service is effective at the end of the next billing period. The Service Provider will send the User confirmation of the Recurring Payment cancellation. Any questions related to the handling of Recurring Payments and the rules for their implementation should be sent to one of the following e-mail addresses: support@narad.io

3.6. Services under Paid Packages will begin within 24 hours of the first payment in the case of Recurring Payments or within 24 hours of the complete payment in the case of One-time Payments.

3.7. The Service Provider, at the request of the User, will refund the User the amount paid as a Recurring Payment in the following scenarios:

a) 12-month billing period — The User submits a declaration of resignation from Recurring Payments within seven days of the date of payment, with the provision that the User did not continue to use the Service actively, i.e., did not conduct more than two AI generated quiz

b) Monthly billing period — The User submits a declaration of resignation from Recurring Payments within seven days of the date of payment, with the provision that the User did not continue to use the Service actively, i.e., did not conduct more than two AI generated quiz

3.11. Invoices are available at the e-mail address specified by the User, and it is possible to download and print them.

4. Availability and Technical Support

4.1. Narad will make the Narad Platform available to the Subscriber pursuant to the terms of this Agreement, applicable Invoice and Documentation. Narad shall use commercially reasonable efforts to make the Narad Platform available 24 hours a day, 7 days a week and honour the Monthly Uptime Commitment as set forth in Exhibit 1, except during: (i) Scheduled Downtime, and (ii) Force Majeure Events.

4.2. Narad will provide product support to the Subscriber according to the timeframe specified in Exhibit 1.

5. Privacy and Security

5.1. Privacy. To the extent that Personal Information (as defined under the Exhibit 2) is processed by Narad when Subscriber uses the Narad Platform, Narad shall comply with applicable legal requirements for privacy, data protection and confidentiality. Narad's processing of Personal Information will, at all times, be compliant with Exhibit 2 of this Agreement. Exhibit 2 explains how Narad will, (i) process Personal Information; (ii) use third party service providers who process Personal Information on Narad's behalf; (iii) assist Subscriber to handle data subject requests; (iv) handle Security Incidents; (v) accommodate an audit request from Subscriber; (vi) ensure that its personnel maintain confidentiality and security of Personal Information; and (vii) handle return or deletion of Personal Information.

5.2. Security. Narad has implemented and will maintain industry-standard administrative, technical, and physical safeguards to reasonably protect the security, confidentiality and integrity of the Subscriber Data as described in Exhibit 3 of this Agreement. Narad will periodically review and update its security practices to address new and evolving security threats and to implement evolving security technologies and industry standard practices. Narad warrants that no modification to the security practices will materially degrade the security of the Narad Platform.

6. Confidentiality

6.1. Confidentiality Obligations. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for the purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained herein. Any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any non-disclosure agreement executed by and between the parties and not the terms of this Agreement. All copies of Confidential Information, regardless of form, shall, at the discretion of the Disclosing Party, either be destroyed or returned to the Disclosing Party, promptly upon the earlier of: (i) Disclosing Party's written request, or (ii) expiration or termination of this Agreement for any reason.

6.2. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party (i) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (ii) as reasonably necessary to comply with any applicable law or regulation; or (iii) as necessary to establish the rights of the Receiving Party, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Any such disclosure shall be limited to only what is required and shall be subject to the confidentiality obligations to the extent reasonably practicable.

7. Representations, Warranties and Disclaimers

7.1. Mutual Representation. Each party represents and warrants to the other party that it is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority, and is duly authorized, to enter into the Agreement and to carry out the provisions thereof.

7.2. Warranty by Narad. Narad warrants that during an applicable Subscription Period (i) the Narad Platform will perform materially in accordance with the Documentation when Subscriber uses the Narad Platform in accordance with such Documentation; (ii) Narad will, at a minimum, implement safeguards for protection of the security, confidentiality and integrity of Subscriber Data, as set forth in DPA of this Agreement; (iii) Narad will not materially decrease the overall functionality of the Narad Platform. In case of any breach of warranty listed in this Section, the Subscriber shall be entitled to sole and exclusive remedies against Narad as described in Sections 11.2. and 11.3. of this Agreement.

7.3. Warranty Disclaimer. Subscriber understands and agrees that the use of the Narad Platform is at subscriber's sole risk. Except as expressly provided herein, Narad Platform is provided on an "as is" and "as available" basis, without any warranties of any kind. Except for warranties specified in this agreement, Narad disclaims warranties of all kinds, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Narad further disclaims warranties that the Narad Platform will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software. No advice or information obtained by subscriber from Narad or from any third party shall create any warranty not expressly stated in this agreement. The foregoing exclusions and limitations shall apply to the maximum extent permitted by applicable law, even if remedy fails its essential purpose.

8. Indemnification

Indemnification by Narad

8.1. Narad shall defend Subscriber, at Narad's expense, from claims, demands, suits, or proceedings made or brought against Subscriber by a third party ("Claims") alleging that the use of the Narad Platform as contemplated hereunder infringes such third party's Intellectual Property Rights and shall indemnify and hold Subscriber harmless against any loss, damage or costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses"); provided that Subscriber: (a) promptly gives written notice of the Claim to Narad (although a delay of notice will not relieve Narad of its obligations under this section except to the extent that Narad is prejudiced by such delay); (b) gives Narad sole control of the defense and settlement of the Claim (although Narad may not settle any Claim unless it unconditionally releases Subscriber of all liability); and (c) provides to Narad, at Narad's cost, all reasonable assistance. Narad shall have no liability for Claims or Losses to the extent arising from: (d) modification of the Narad Platform by anyone other than Narad; (e) use of the Narad Platform in a manner inconsistent with the Agreement or Documentation; or (f) use of the Narad Platform in combination with any other product or service not provided by Narad. If Subscriber is enjoined from using the Narad Platform or Narad reasonably believes it will be enjoined, Narad shall have the right, at its sole option, to obtain for Subscriber the right to continue use of the Narad Platform or to replace or modify the Narad Platform so that it is no longer infringing. If neither of the foregoing options is reasonably available to Narad, then the Agreement may be terminated at either party's option and Narad's sole liability, in addition to the indemnification obligations herein, shall be to refund any prepaid fees for the Narad Platform that was to be provided after the effective date of termination.

Indemnification by the Subscriber

8.2. Subscriber agrees to indemnify and hold harmless Narad, its directors, officers, employees, affiliates, agents and representatives from and against, including but not limited to, any and all claims, damages, liabilities, fines, penalties, costs and expenses (including reasonable attorneys' fees) to which Narad may be subjected as a result of Subscriber's, its employee's or agent's (i) business operations, including, without limitation, Subscriber employee claims, (ii) any act or omission to act which constitutes a breach of this Agreement, or (iii) performance hereunder in a manner that is negligent, grossly negligent, reckless, or improper.

8.3. Subscriber recognizes that Narad will be irreparably harmed by a violation of Subscriber's confidentiality, non-use or other obligations hereunder. Therefore, in addition to any other available remedies, Narad is entitled to an injunction or other decree of specific performance with respect to any violation thereof by Subscriber.

9. Limitation of Liability

Under no circumstances and under no legal theory, whether tort, contract, product liability, negligence or otherwise, shall Narad or its affiliates be liable to you or any other affiliate or third party for any lost profits, lost sales or lost revenue, loss of data, business interruption, loss of goodwill or for any indirect, special, incidental, exemplary, consequential or punitive damages, even if a party or its affiliates have been advised of the possibility of such damages. In no event shall the liability of either party to the other party or its affiliates, for any claim or action arising out of this agreement, exceed the value of 10% of aggregate of all amounts paid by the Subscriber to Narad in the twelve (12) months preceding the first event giving rise to such claim or action. The limitations specified herein will not limit Subscriber's obligation to pay fees in accordance with this agreement.

10. Term and Termination

10.1. Term. The term of this Agreement shall commence on the Effective Date and shall thereafter continue for the duration of the Subscription Period of the relevant Invoice, unless terminated in accordance with the provisions of this Section. Except as otherwise specified in the Agreement or Invoice, subscriptions will automatically renew for additional terms equivalent to the expiring Subscription Period.

10.2. Termination for cause. A party may terminate this Agreement for cause : (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of the creditors.

10.3. Termination by Narad: Narad shall be entitled to terminate this Agreement forthwith upon giving written notice of thirty (30) days to the subscriber if it: (i) enters an agreement with creditors without authorisation Narad and/or steps have been taken for its winding up (other than for the purposes of bona fide reconstruction); (ii) has reasonable grounds to suspect that it has participated in illegal practices and/or acts or been charged in a court of law acts in a manner prejudicial to the interests of Narad; (iii) commits misconduct, fraudulent, dishonest, undisciplined conduct or breach of integrity or embezzlement or misappropriation or misuse or causing damage to the Software and other property of Narad; (iv) misrepresents, makes false statements and breaches the representations and warranties under the Agreement; and (v) ceases or threatens to cease to carry on business.

10.4. Termination for Convenience: Notwithstanding any other provision in this Agreement, Narad shall at its absolute discretion be entitled to terminate this Agreement without provision of reasons by giving at least 30 (thirty) days prior written notice to the other Party.

10.5. Refund. Upon termination for cause by Subscriber, Narad shall refund Subscriber any prepaid fees covering the unused portion of the Subscription Period. Upon any termination for cause by Narad, Subscriber shall expedite all payments due to Narad and in no event will termination of this Agreement relieve Subscriber of its obligation to pay any fees due to Narad. Notwithstanding anything contained herein, in the event Subscriber terminates the Agreement except as mentioned in Section 10.2 of the Agreement, Narad is under no obligation to refund the fees paid by the Subscriber.

10.6. Retrieval of Subscriber Data. Upon Subscriber's written request made on or prior to expiration or termination of the Agreement, Narad will give Subscriber limited access to the Narad Platform for a period of up to thirty (30) days, at no additional cost, solely for purposes of retrieving Subscriber Data. Subject to such thirty day period and Narad's legal obligations, Narad has no obligation to maintain or provide any Subscriber Data and may, unless legally prohibited, delete Subscriber Data; provided, however, that Narad will not be required to remove copies of the Subscriber Data from its backup media and servers until such time as the backup copies are scheduled to be deleted.