

TERMS OF USE

EFFECTIVE DATE: 10/07/2022

This Agreement ("**Agreement**") and the policies referred to herein contain the terms and conditions that apply to your use of our Website www.ahujavalecha.in and/or our Web Application "Ahuja Valecha & Associates LLP" and services provided therein ("**Website**") and all affiliated Websites owned, operated, licensed or controlled by Ahuja Valecha & Associates LLP "**Company**"). Please note that every time we use the word Website, it also includes reference to our App.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE WEBSITE AND/OR OUR APP AND SERVICES MADE AVAILABLE THROUGH THE WEBSITE AND/OR OUR APP. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, PLEASE DO NOT USE THIS WEBSITE/ APP INCLUDING ANY ADVICE OR OPINION THAT YOU MAY HAVE RECEIVED ON THE WEBSITE/ APP IN ANY WAY.

Your access or use of the Website creates a binding and enforceable legal agreement between you, the Website user, and Company and signifies your understanding, acceptance and consent to be bound by the terms and conditions contained in this Agreement. We grant you permission to use the Website subject to the restrictions in these Agreement/s.

BY USING THE WEBSITE AND/OR OUR APP, AND/OR BY REGISTERING WITH US, YOU AGREE THAT YOU ACCEPT THIS AGREEMENT.

NOTE: The expression 'you' and its grammatical variations refer to the individual who is accessing this Website. If you are not the user for whom the Services are being sought, then by accessing this Website, you assume full responsibility to communicate the terms and conditions under which this Website and the Services on the Website are being made available to the user. Prior to accessing the Website, you must ensure that you have been lawfully authorized to share the user's Personal Information, records and information with the Company for the purposes envisaged in this Agreement and the Privacy Policy and obtain the services contained herein for the user.

ABOUT THE WEBSITE/ APP

Everything we offer on the Website/ App is referred to in this Agreement collectively as the "**Services**." Some information available on the Website is viewable without registering with us, but to avail benefit of most Services, you must register as a member and authorize the use and disclosure of your personal information for purposes of allowing us to provide the Services and as otherwise disclosed in our [Privacy Policy](#).

SERVICES

The Company operates an online service through its website with a homepage at www.ahujavalecha.in its subdomains and/or other websites, and those associated mobile or

desktop applications designated by the Company for use with such services from time to time, including all features, content, tools, applications, application program interfaces, widgets and other tools and services included thereon (collectively, the “Services”). With us, you will find everything from full-service accounting, tax services, business advisory and accounting management for individuals and businesses. We help individuals with their annual tax filings all the way to, what is considered, large corporations with the full spectrum of accounting services.

LICENSE TO USE THE SITE

The Company grants you a limited license to access and make personal use of the Website, subject to the Terms. Without the express written consent of the Company, you may not reproduce, duplicate, copy, download, sell or otherwise exploit for any commercial purpose the Website and any portion hereof. This limited license terminates automatically, without notice to you, if you breach these Terms.

PURCHASES

If you wish to purchase any our product or service ("**Purchase**"), you may send the request in one of the following ways:

- send the request via contact form, www.ahujavalecha.in/contact
- send the request via live chat,
- email the request to info@avallp.in

PAYMENT OF FEES

You acknowledge that you or any authorized individual acting on your behalf is responsible for all fees charged by the Company for the Services. You understand that you (or anyone else authorized by you) must pay these fees in advance, and that it is your responsibility to pursue any third-party insurance reimbursement at your own expense, if any.

REFUNDS

The Company believes in the quality of its Services and incurs substantial costs to make the Services available to you. Therefore, the Company does not offer part or full refund against its Services under any circumstance.

If you are not satisfied with the Services provided to you, you may write about your grievance along with detailed reasons for your non-satisfaction to info@avallp.in We assure you that your grievance will be processed objectively.

You have been informed in the Privacy Policy that you have the option to withdraw consent for use of your Personal Information at any time. However, if you withdraw your consent after the advance payment is made, the advance will not be returned.

TERMINATION

We may terminate, withdraw, discontinue or suspend access to our Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Refund/s in case of termination, will be as per the above refunds clause.

CONTENT, COPYRIGHTS AND TRADEMARKS

All text, material, data, and information, data files, description of our services or/and our products, graphics, images, user interfaces, visual interfaces, photographs, trademarks, logos and computer code etc. ("**Content**"), contained on the Website is owned, controlled or licensed by or to Company, and is protected by applicable intellectual property and other laws, including trademark and copyright laws. Company owns and retains all copyrights in the Content.

You acknowledge that Company does not make any representations or warranties about the Content which you may have access to. Under no circumstances is Company liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Website.

You agree that you are solely responsible for your reuse of Content made available through the Website, including providing proper attribution. You should review the terms of the applicable license before you use the Content so that you know what you can and cannot do.

Except as expressly provided in these Terms, no part of the Website and no Content may be copied, reproduced, modified, published, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Company's express prior written consent. You also agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivative works based on the Content or the Website, in whole or in part, by any means.

Company's logos and trademarks are trademarks and the property of Company. The appearance, layout, color scheme, and design of the Website are protected trade dress. You do not receive any right or license to use the foregoing. We may use and incorporate into the Website any suggestions or other feedback you provide, without payment or condition.

You may use the Website or/and Content solely for your commercial, business, personal purposes and/or to learn about Company's products and services, and solely in compliance with these Terms; provided that you not remove any proprietary notice language in Content or part of Content, do not copy or post such Content or part of Content on any networked computer or broadcast it in any media, make no modifications to any such Content or part of Content and not make any

additional representations or warranties relating to Website, such Content or part of Content or/and Company's products or/and services. Any unauthorized use terminates the permission or license granted by Company. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Company so long as the link does not portray Company, its affiliates, or their products or services in a false, misleading, derogatory or otherwise offensive manner.

FEEDBACK AND SUGGESTIONS

We appreciate and welcome your comments and suggestions on the Company's Website. You agree that the Company may use your feedback, suggestions, or ideas in any way, including in future modifications of the Website or other Services, products, advertising or marketing materials. You grant the Company a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use the feedback, suggestions and ideas you provide to the Company in any way. The Company will not sell, publish or share your feedback in a way that could identify you without explicit permission.

PROHIBITED USE OF THE WEBSITE

By accessing the Website, you agree that you will not:

- Use the Website in violation of these Terms;
- Copy, modify, create a derivative work from, reverse engineer or reverse assemble the Website, any user accounts, the technology and equipment supporting the Website, or otherwise attempt to discover any source code, or allow any third party to do so;
- Use the Service outside of the scope of the limited license herein granted, sell, assign, sublicense, distribute, copy, modify, adapt, translate, prepare derivative works from, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Website in any way, including but not limited to use for the sole purpose of obtaining a competitive advantage against the Company;
- Register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, a copyright or other proprietary rights associated with the Company;
- Reverse engineer, disassemble, or decompile any software or otherwise attempt to discover any source code or trade secrets related to the Service, in any manner, except as permitted by applicable law;
- Use or launch any automated system, including without limitation "deep-link", "page-scrape", "robots," "spiders," or "offline readers" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content;
- Use the Website in any manner that damages, disables, overburdens, or impairs Website or interferes with any other party's use and enjoyment of the Website;

- Mirror or frame the Website or any part of it on any other web site or web page;
- Use data mining, robots, or other data gathering devices on or through the Website;
- Post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- Send any prohibited content which is illegal and harmful and that induces a conduct which is unlawful, defamatory, obscene, racial, offensive, pornographic or culturally offensive or otherwise reasonably and is likely to generate such conduct;
- Post or disclose Personal Information about another person without their consent, infringe anyone's intellectual property rights, including copyrights, trademarks, patents and trade secrets. Infringe anyone's privacy or publicity rights, which include but are not limited to impersonating another person or entity or posting images of someone without their permission;
- Sell, transfer, or assign any of your rights to use the Website to a third party without our express written consent;
- Attempt to gain unauthorized access to the Website;
- Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;
- Engage in activities which include but are not limited to hacking other computers or servers, including the Company's; or violate any requirements, procedures, policies or rules of networks related to the system;
- Upload files that contain viruses, worms, corrupted files, or any other similar software, programs or malicious content that may damage the operation of systems hosting the Company's Website or another's computer;
- Engage in any activity that restricts or inhibits any other account holder from using or enjoying the Services;
- Indulge in criminal or terrorist activity against any nation or society, or cause any threat or harassment to any person or public as a whole;
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or any systems or networks connected to the Website;
- Use any device, software or routine to interfere or attempt to interfere with the proper working of the Website;
- Violate any applicable laws or regulations.

PRIVACY POLICY

By using the Website you accept the terms of Privacy Policy which is an integral part of these Terms.

Please check our Privacy Policy to learn more www.ahujavalecha.in

LINKS

Our Website may contain links to third-party web sites or services that are not owned or controlled by Company. Links on the Website to third party web sites or information are provided solely as a convenience to you.

Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Company of the third party, the third-party web site, or the information there.

Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services or for the availability of any such web sites. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Company reserves the right at any time and in its sole discretion to request that you remove all links or any particular link to Website. You agree to immediately remove all links to Website upon such our request.

No link(s) to our Website may appear on any page on your web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

ADDITIONAL TERMS

Certain Services on the Website may have additional terms (such as policies, guidelines, and rules) that will further govern your use of that particular Service and supplement this Agreement. If you choose to register for or access any such service, you will be presented with any relevant additional terms and conditions at that time. By using those Services, you agree to comply with such additional guidelines and rules, which shall be deemed to have been incorporated as terms of this Agreement.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time without giving you prior notice. Your use of the Website following any such modification constitutes your acceptance to follow and be bound by these Terms as modified. The last date these Terms were revised is set forth above.

CHANGES TO THE SERVICES

We may from time to time add a new service to the Services, substitute a new service for one of the existing Services, or discontinue or suspend one of the existing Services. Information about the new services will be included on the Website, and the users of new services will be governed by this Agreement. You agree that the Company will not be liable to you or any third party for Any suspension or discontinuation of any of the Services.

DISCLAIMER; LIMITATIONS OF LIABILITY

To the maximum extent permitted by applicable law, Company disclaims any and all representations, warranties and conditions relating to Website and the use of Website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

To the extent that the Website and Content are provided free of charge, Company will not be liable for any loss or damage of any nature.

BY MAKING AVAILABLE THE WEBSITES, COMPANY IS NOT MAKING AN OFFER OF ANY FINANCIAL, TAX, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL SERVICES OR GOODS, AND NONE OF THE INFORMATION PRESENTED ON THE WEBSITES SHOULD BE CONSTRUED AS LEGAL, TAX, ACCOUNTING OR ANY OTHER PROFESSIONAL ADVICE OR SERVICE.

COMPANY MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE WEBSITE OR THE CONTENT FOR ANY PURPOSE. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. THE CONTENT MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS OR OTHER ERRORS OR INACCURACIES AND MAY NOT BE COMPLETE OR CURRENT.

IN NO EVENT SHALL COMPANY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND REGARDLESS OF THE CAUSE OF ACTION UPON WHICH ANY SUCH CLAIM IS BASED.

YOUR SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT.

If, notwithstanding the other provisions of these Terms, Company is found to be liable, by a court of competent jurisdiction, to you for any damage or loss that arises out of or is in any way connected with your use of the Website or any Content, Company's liability shall in no event exceed 2,000 US dollars.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

The limitations of liability in this section do not apply to breaches of intellectual property provisions by you or your indemnification obligations relating hereunder.

INDEMNIFICATION

You understand and agree that you are personally responsible for your behavior on the Website. You agree to indemnify, defend and hold harmless Company, its affiliated companies, employees, agents, and any third-party information providers from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms. You will not, in any event, settle any claim or matter without the written consent of the Company.

APPLICABLE LAW, JURISDICTION OF COURTS AND DISPUTE RESOLUTION

This Agreement shall be governed by and be interpreted in accordance with the laws of US federal laws. You hereby consent to the exclusive jurisdiction and venue of courts in the competent courts of the State of [●] for all disputes arising in the United States of America shall have jurisdiction to adjudicate and grant urgent interim reliefs to the parties.

The parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with this Agreement.

GLOBAL AVAILABILITY

The Company makes no representations that the information on the Website is appropriate or available for use in other locations, and access to them from territories where their content is illegal or prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

MISCELLANEOUS

You remain solely responsible for complying with all applicable accounting, tax, and other laws. You are responsible for and shall confirm, prior to use of the Service, that the storage of and access to your content or other documents or data via the Service complies with laws applicable to you (including any laws requiring you to retain records).

The Company shall have the right to place advertisements and publicity materials of its choice, including that pertaining to parties other than itself for commercial use through electronic means on the Application.

These Terms constitute the entire agreement between the parties with respect to the subject matter hereof. A Company's failure to insist upon or enforce strict performance of any term or provision of these Terms shall not be construed as a waiver of any term, provision or right.

The Company shall not be liable for any downtime or delay or unavailability of the Application caused by circumstances beyond the Company's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, pandemic, strikes or other labour problems, internet service provider failures or delays, or denial of service attacks.

If any part of these Terms is determined in arbitration or by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these Terms is fully enforceable and legally binding.

The rights and obligations stipulated in these Terms will be governed and controlled by the laws of without reference to the applicable choice of law provisions. You agree to the sole and exclusive jurisdiction and venue of the arbitration to occur in the State of in the event of any dispute of any kind arising from or relating to these Terms, Privacy Policy, your use of the Website or the Content.

You are responsible for complying with the laws of the jurisdiction from which you are accessing Website and you agree that you will not access or use the information on Website in violation of such laws.

In the event there is any conflict between the terms set out in these Terms of Use, the Privacy Policy and any other policies applicable to specific pages of the Website/Application, the following order of prevalence shall apply: (i) any additional Service-specific terms and conditions that may be agreed by You (ii) Privacy Policy (iii) the Terms of Use and (iv) any other policies applicable to specific pages of the Application.

NOTICES

The Company may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Company's Website, or by written communication delivered by first class U.S. mail to your address on record in the Company's account information. You may give notice to the Company at any time via electronic mail to info@avallp.in or by letter delivered by postage prepaid U.S. mail or overnight courier to the following address:

Contact Us

If you have any questions about these Terms, please contact us by email info@avallp.in or by phone

Copyright 2022 Ahuja Valecha & Associates LLP All rights reserved