

Terms and Conditions

Version 2.0. Updated 26th May 2015

This agreement sets out the legally binding terms of your use of the services provided by OctaneGo.com (hereinafter referred to as “OctaneGo.com” or “Octane.in” or “Company” or “Octane Marketing” or “Services”) to you (hereinafter referred to as “End User”, “Customer”, “You” or “Your”), and may be modified by OctaneGo.com from time to time, such modifications to be effective upon posting of the modified agreement.

By accessing, using and/or registering for the services provided by OctaneGo.com, you agree that you have read and understand this End User Terms of Service and all of its contents (hereinafter referred to as this “Agreement”), intend this Agreement to be the legal equivalent of a signed, written contract and equally binding, and that you will be subject to all of the terms and conditions set forth herein. You agree to review the Agreement periodically to be aware of any such modifications, additions, deletions or other changes, and your continued access, registration and/or use of the Services shall be deemed your acceptance of the modified agreement. OctaneGo.com – (the “Services”) provides a collection of tools and resources to create, launch and manage online marketing campaigns. The following are the terms and conditions for use of the Services, along with any amendments thereto and any operating rules or policies that may be published from time to time by OctaneGo.com.

1. Services and Support a. The Services are provided subject to the following terms and conditions and any operating policies that OctaneGo.com may establish (the “Agreement”). OctaneGo.com may make changes to this Agreement and continued use of the Service constitutes Customer’s acceptance of any such changes. In addition, when using particular OctaneGo.com services, Customer and OctaneGo.com shall be subject to any posted guidelines or rules applicable to such Services that may be posted from time to time.

b. The Services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to individuals under the age of 18. If you do not qualify, please do not use the Services.

c. The Services provide corporate, small business and community websites the tools to sign up for website visitors, collect and retrieve visitor sign up data and develop and execute simple interactive marketing communications with visitors.

d. Customer must complete a registration form in order to use the Services. He should provide true, accurate, current and complete information about him as requested in the registration form and will update the information to keep it current. As part of the registration process, Customer will identify an email address and password for his OctaneGo.com account. Customer is responsible for maintaining the security of the account, passwords, files and for all uses of his account and of the Services in his name. OctaneGo.com reserves the right to refuse registration of, or cancel, accounts it deems inappropriate.

e. Customer understands that the OctaneGo.com uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the Service.

f. Customer must not modify, adapt, store or transmit programs, code, agents or links of any materials which can cause harm, including viruses, worms, Trojan horses and malware to Computer or Servers of Octane;

g. Customer must not modify another website so as to falsely imply that it is associated with the Service or the Company.

h. Customer agrees not to reproduce, duplicate, license, sub license, assign, transfer, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company.

i. commit an unlawful activity, which includes, transmitting or storing, defamatory, infringing or otherwise unlawful material;

j. upload any content which is unlawful, vulgar, pornographic in nature or which can cause great damage to the reputation of Octane;

k. OctaneGo.com may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party's intellectual property or these Terms of Service.

l. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Company employee or officer will result in immediate account termination.

m. Customer understands that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

n. OctaneGo.com reserves the right to temporarily disable Customer account if Customer's usage significantly exceeds the average usage of other Service customers. Of course, we'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.

o. Whenever OctaneGo.com uses the word Unlimited with regard to image storage on our website, the fair usage of that is not to exceed 100 MB of storage. Unlimited in this context of Image Storage shall not exceed 100 MB of storage.

p. OctaneGo.com shall also have the authority to monitor and/or record its phone conversations and text chats with Customer for quality control, for training purposes and for its own legal protection. Customer warrants that anyone who has authorization to use Customer account likewise consents to such monitoring and/or recording.

Customer agree that none of this obligates OctaneGo.com to record any communication from you and you acknowledge that some communications will not be recorded or be available to be retrieved. OctaneGo.com may contact Customer to discuss its Products; Customer may still opt out of telephone contact by emailing a request to support@octane.in . However, even after opting out, Customer agrees that OctaneGo.com may still contact Customer by phone at Customer's specific request. q. As part of this agreement, Customer acknowledges that OctaneGo.com may occasionally provide best practice tips and frequently asked questions on complying with any applicable laws, including any sample offer terms or our customer privacy policy. With this agreement, you agree that this information is given to you as a convenience and that this information does not constitute legal advice. As such, no attorney-client relationship will be built or formed and we do not guarantee or warrant that compliance with this info will be enough to comply with third party rights or applicable law. 2. Payments & Refunds a. Service may be offered with a free trial. Once that trial is up, you will only be able to continue using the Service by paying in advance for additional usage. If you fail to pay for additional usage, your account will be frozen and inaccessible until payment. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities and you shall be responsible for payment of all such taxes, levies, or duties as applicable according to the prevailing laws of India (jurisdiction Delhi).

b. Refunds are offered for only unused credits and if the service has been continuously used. Refund is not offered on consumed credits. Refund is not applicable even if the customer is found in breach of this agreement and associated policies like the Privacy Policy or the Anti Spam Policy. 3. Restrictions and

Responsibilities a. This is an Agreement for Services and, Customer is not granted a license to any software by this Agreement. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (“Software”); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

b. Customer represents, covenants and warrants that Customer will use the Services only in compliance with OctaneGo.com’s policies (Privacy Policy, Anti Spam Policy) as published at the OctaneGo.com website or otherwise furnished to Customer (the “Policy”) and all applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity or defamation). Customer may not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party. c. Customer hereby agrees to indemnify and hold harmless OctaneGo.com against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorney’s fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although OctaneGo.com has no obligation to monitor the content provided by Customer or Customer’s use of the Services, OctaneGo.com may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

d. For every email message sent in connection with the Services, Customer acknowledges and agrees that the Services shall automatically add an identifying footer stating “Powered by OctaneGo.com” or a similar message.

e. In using the varied features of the Services, Customer may provide information (such as name, contact information or other registration information) to OctaneGo.com.

OctaneGo.com may use this information and any technical information about Customer’s use of this website to tailor its presentations to Customer, facilitate Customer’s movement through this website, or communicate separately with Customer. OctaneGo.com will not provide information to companies

Customer has not authorized, and OctaneGo.com will not permit the companies that get such information to sell and redistribute it without Customer's prior consent.

f. By providing any user information that is untrue, inaccurate, incomplete and/or not current, OctaneGo.com reserves the right to suspend or terminate your account and refuse any and all current or future use of the Services, in whole or in part, by you. On occasion, we may ask Customer to sign an affidavit verifying the fact that their list is truly permission based.

g. When requested, you agree to provide current, complete and truthful information about yourself and/or your organization. You agree to update any such information when it changes.

h. Customer may not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party unless specifically authorized by OctaneGo.com. Customer may only use permission based lists. A permission based list is defined as a list in which each entity on the list is a person or organization that has explicitly granted their permission to receive emails from Customer. Customer is solely responsible for ensuring that its email campaigns do not generate spam complaints. The definition of "Spamming" is determined solely by OctaneGo.com's internal evaluation system, which involves numerous data points, including such things as your complaint rate, adherence to the CAN-SPAM Act, bounce rate (<2%), complaints from ISPs and feedback from blacklisting services and other criteria we may deem appropriate.

i. OctaneGo.com, in its sole discretion, shall determine whether the level of spam complaints is within industry norms and its determination shall be final, binding and conclusive for all purposes under this Agreement. OctaneGo.com may terminate Customer's use of the Services if OctaneGo.com determines spamming using the Customer Account.

4. Termination a. Customer may terminate this Agreement at any time by sending an email message to support@octane.in . b. OctaneGo.com may terminate this Agreement or the Services at any time with or without cause, and with or without notice. OctaneGo.com shall have no liability to Customer or any third party because of such termination.

c. Upon termination for any reason, OctaneGo.com may not preserve client lists and data 30 days after the date of termination. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers and limitations of liability.

d. If the Client does not log into its account for more than 90 days, the account may become inactive. When an account is classified (at OctaneGo.com's sole discretion) as inactive, OctaneGo.com will notify the client by email. Inactive accounts have 30 days to become active or the account and its data, including sign up campaign results, may be permanently removed from the OctaneGo.com database.

e. For active client accounts, OctaneGo.com shall maintain the data and provide client access pertaining to campaign analytics on the platform and track reports including the number of times a particular mail was opened by the subscriber, unsubscribed, bounced, spam complaints etc. for 395 days (13 months) from the date of most recent campaign. If an active OctaneGo.com client wants OctaneGo.com to archive the data for longer period for statutory compliance reasons or for business analysis or keep such data for online access, then there will be an additional archival charge upon a special request- and this would be priced upon the volume of data and number of years of retention. Such requests, accepted and approved by the OctaneGo.com Clients (active accounts only), would be completed within 3-5 working days and data provided with a secure FTP access.

f. Any violation of the Terms of Services, Anti-Spam Policy or Privacy Policy, we have the authority to deactivate your account with a possible legal action.

5. Warranty Disclaimer a. Customer uses the services at its own risk. OctaneGo.com does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services. The services are provided "as is" and OctaneGo.com disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

6. Limitation of Liability a. Notwithstanding anything to the contrary, except for personal injury or damage to real or tangible personal property proximately caused by OctaneGo.com, OctaneGo.com and its suppliers (including but not limited to all equipment and property suppliers), officers, affiliates, representatives, contractors and employees shall not be liable for any direct, indirect, special or consequential damages resulting from any action in contract, tort or otherwise, even if OctaneGo.com has been advised of the possibility of such damages.

7. Miscellaneous a. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

b. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

c. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind OctaneGo.com in any respect whatsoever.

d. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorney's fees.

e. We reserve the right to modify our pricing and we will notify you by email when this occurs.

f. We may change any of the Terms by posting revised Terms of Use on our Website and/or by sending an email to the last email address you gave us. Unless you terminate your account within ten (10) days, the new Terms will be effective immediately and apply to any continued or new use of OctaneGo.com Platform. We may change the Website, the Service, or any features of the Service at any time.

8. Modifications to the Service and Prices a. The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently any part of the Service with or without notice.

b. Prices of all Services are subject of change within 30 days notice from us. Such notice may be provided at any time by posting the changes to the OctaneGo.com website or the Service itself.

c. The Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

9. Copyright and Content Ownership a. All content posted on the Service is must comply with India copyright & IT laws.

b. We claim no intellectual property rights over the material you provide to the Service. All materials uploaded remain your property.

c. The Company does not pre-screen content, but reserves the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.

d. OctaneGo.com carries copyright for the User Interface, the look and the feel of the platform service & workflows. All rights are reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company.

10. Jurisdiction a. If there is any dispute about or involving the Services provided by OctaneGo.com, by using the Services, you agree that the dispute will be governed by Government of India Laws without regard to its conflict of law provisions. The Court of jurisdiction for any dispute will be Gurugram (India).