

Website Disclaimer:

As updated on [Date]

We, SOLIDPRO ENGINEERING SUPPORT PRIVATE LIMITED ("Company", "we", "our", "us") do hereby provide the following information on <https://solidpro-es.com/> (the Site/Platform/app).

This Indenture of Website Disclaimer along with the terms of use, Privacy Policy, and altogether constitutes a contract between you and the Company. The information contained in this Platform is in good faith and for general information purpose only. The information is provided by this Platform and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Platform or the information, products, services, or related graphics contained in this Platform

Any action you take upon the information you find on this Platform, shall be strictly your own risk. We shall not be liable for any loss/ damage in connection with our Platform. Changes / improvements are periodically made to the Platform/services and to the information therein.

We have made every effort to keep the Platform up and running smoothly. However, we take no responsibility for, and will not liable for, the Platform being temporarily unavailable due to technical issues beyond our control.

We affirm reasonable duty of care with respect to the contents of "the Platform", data security, data policy, support services, software support, technological support provided or to be provided by us. However, under no circumstances shall we have any liability for any loss or damage caused to user or visitor subsequent to use of the Platform in any manner.

We do not endorse, warrant, guarantee or assume responsibility for any accuracy or reliability of information offered by linked sites or any website or information linked in any banner or other advertising.

By using our Platform, you hereby consent to our disclaimer and agree to its terms and conditions.

Terms of Use:

As updated on 01.04.2024

Please read these Terms of Use carefully before using <https://solidpro-es.com/> ("Website / Platform / Site/ App").

These Terms of Use ("**Terms**") govern your use of our website and its versions, collectively referred to as the "**Platform**" made available by SOLIDPRO ENGINEERING SUPPORT PRIVATE LIMITED ("**Company**", "**we**", "**us**" and "**our**"), a private company incorporated under Companies Act, 2013 having its registered address at <https://solidpro-es.com/>. The terms "you" and "your" refer to the user of the Platform.

This electronic record is prepared in Terms of Information Technology Act, 2000 and rules there under as applicable and amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical and digital signatures

By clicking on the "I ACCEPT" notification we assume that you have been acquainted with the terms and conditions and are in agreement with such terms. The Company provides the platform and access to the Platform solely on the terms and conditions set forth in this agreement including our privacy policy, website disclaimer found on the Platform and on the condition that you accept and comply with them. By clicking on the "I ACCEPT" Button, and conducting transactions with the company in connection with the website and platform you are hereby:

- (1) accept this agreement and agree that you are legally bound by its terms.
- (2) agree that you will only access the website and platform if you are 18 years old,
- (3) agree that you will comply with and be bound by this agreement as it appears on the website and platform each time you access and use the website or platform,
- (4) represent, warrant and covenant that:
 - (a) you are of legal age to enter into a binding agreement; and
 - (b) if you are a corporation, governmental organization or other legal entity, that you have the right, power, and authorization to enter into this agreement on behalf of your corporation, governmental organization or other legal entity. If you do not agree to the terms of this agreement, the company does not and will not license the platform to you or provide you with access to the Platform and you must not use the platform or website.

Eligibility

The services of the Platform are available only to persons who are competent to enter into a legally binding contract under the Indian Contract Act, 1872. Persons who are incompetent to enter into a contract under the Indian Contract Act, 1872 are not eligible for the services provided by this Platform and hence shall not register as a user on this Platform. If you are below the age of 18, we are assuming that, your guardian has given you permission to access the Platform.

Our Services:

We agree to provide you with our Services in [North America, Europe, Middle East and Asia]. The Services includes all of the Platform's products, features, applications, services, technologies, and software that we provide to you.

Intellectual Property Rights:

All material on this website including images, logos, any information regarding our Projects, blogs, designs, illustrations, reviews, audio clips, and video clips, Content are protected by copyrights, trademarks, and other intellectual property rights. You will not either directly or indirectly, or through the use of any device, software, internet site, web-based service or other means remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark and other proprietary notices marked on the content. You will not either directly or indirectly through the use of any device, software, internet site, web-based service or other means copy, record, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell or transmit or retransmit the Intellectual property and content on this website unless expressly permitted by the us in writing. You will not incorporate the intellectual property and content on this website into or stream or re-transmit the same via hardware or software application or make it available via frames or in-line links unless expressly permitted by us in writing. Furthermore you may not create, recreate, distribute or advertise any significant portion of the intellectual property and content on this website unless authorized by us. You may not built a business utilizing the intellectual property and content on this website whether for profit or not. The content covered by these restrictions includes without limitations any text, graphics, layouts, design, interface, blogs. It is expressly clarified that we will retain ownership and shall solely be responsible for any content that we provide or upload on this website.

Limited warranty

We do not guarantee that the Website's features, functions, or content are secure, accurate, free of errors, or free of defects. We will not be responsible for functional failures of the Website, errors, malfunctions, site crashes, loss of data, or other events that occur after your use of our website. We disclaim all responsibility for the risk, damage to your computer system inaccuracy of content, or other events associated with the use of our website. You agree to use this Website at your sole risk and discretion, and you assume all responsibility for your use. If you are uncertain about the risks associated with using this Website, we encourage you to stop using this Website. We do not warrant or make any representations regarding the use or the results of the use of the services or materials on this site, app, or on third-party websites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

Indemnification

You agree to indemnify, defend and hold harmless Solidpro, its affiliates, partners, successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees from and against all the claims, clauses of action, damages, liabilities, cost and expenses arising out of or related to your use of the Services, your violation of these Terms of Use, or your conduct in connection with the Services.

Termination

We may suspend your user account or temporary disable access to whole or part of use of the website in the event of any breach of any Terms mentioned in this website or any suspected illegal activity or request by government authorities. In addition, we reserve the right to terminate your user account and deny the services upon reasonable belief that the user has violated the Terms or in case of unexpected technical issue. User have the right to terminate user account, if we breach any of our obligation/s mentioned in this 'Terms'.

Governing Law and Dispute Resolution:

The term of this Agreement shall be governed, and constructed in accordance with the laws of India. All disputes, differences, claims and demands arising under this Agreement shall be referred to arbitration in accordance with the laws of India. Each party shall its own cost of arbitration and it will be binding on both the parties.

Severability

If any clause within these Terms of Use is found to be illegal or unenforceable, that clause will be severed from these Terms of Use, and the remainder of the Terms of Use will be given full force and effect.

Force Majeure

If at any time, during the term of the service, the performance in whole or a part of any obligation under it shall be prevented or delayed because of war, civil commotion, sabotage, fire, flood, epidemic, strikes etc., then the visitors shall not have any claim for damages against us.

Privacy Policy

As updated [01.04.2024]

We at, SOLIDPRO ENGINEERING SUPPORT PRIVATE LIMITED, we take your privacy seriously and are committed to protecting your personal information. We comply with the General Data Protection Regulation (GDPR) framework to ensure that your personal data is processed securely and in accordance with the highest standards of data protection.

This privacy policy outlines following information:

1. What data do we collect?
2. How do we collect your data?
3. How will we use your data?
4. How to manage your cookies
5. Privacy policies of other websites
6. Changes to our Privacy policy
7. How to contact us

If you do not agree with the terms and conditions of this Privacy Policy, please do not use this Platform.

Data Protection Declaration

This Privacy Policy clarifies the nature, scope and purpose of the processing of personal information (hereafter referred to as “data”) with reference to our services and the related websites, features and content associated with it, as well as external online sites, e.g., our tailored made developed software for you, and such other software development, maintenance related services and our prototypes, designs of various machinery items etc. With regard to the meanings used, such as “personal data” or “processing” we refer to the definitions used in Article 4 of the General Data Protection Regulation (GDPR).

Relevant legal base:

In accordance with Article 13 of the GDPR, we inform you about the legal basis of our data processing. Unless the legal basis in the data protection declaration is mentioned, the following applies:

The legal basis for obtaining consent is Article 6 (1) (a) and Article 7 of the GDPR, the legal basis for the processing for the performance of our services and the execution of contractual measures as well as the response to inquiries is Article 6 (1) (b) GDPR, the legal basis for processing in order to fulfil our legal obligations is Article 6 (1) (c) GDPR, and the legal basis for processing in order to safeguard our legitimate interests is Article 6 (1) (f) GDPR. In the event that vital interests of the data subject or another natural person require the processing of personal data, Article 6 (1) (d) GDPR serves as legal basis.

1. What data do we collect?

We may collect the following personal information from you:

- Inventory data (e.g., Names, addresses)
- Contact information (e.g., e-mail, phone numbers)
- Contract data (e.g., subject matter, duration, and customer category, details of designs, prototypes of various machineries and softwares)

- Payment data (e.g., bank details, payment history)
- Usage data (e.g., accessed websites, interest in content, access times)
- Meta and communication data (e.g., device information, IP addresses)

We collect data in the following mentioned ways:

- Directly from clients during the onboarding process or subsequent communications

2. Purpose of Processing:

- Provision of rendering services on time.
- Providing users marketing, promotional information
- Providing services and communicating the same with clients
- Improving and enhancing our services
- Analysing behaviour data for research and development purposes
- To verify your identity and prevent fraud
- To comply with legal and regulatory requirements
- Security measures

3. Security measures

We take appropriate technical and organization measures in accordance with Article 32 GDPR, taking into account the cost of implementation and the nature, scope, context and purposes of the processing data as well as the risk of varying likelihood and severity of the risk for the rights and freedoms of natural persons to ensure a level of protection appropriate to the risk. Measures include, in particular, ensuring the confidentiality, integrity and availability of data by controlling physical access to the data, as well as access, input, disclosure, security, assurance of availability and separation. In addition, we have established procedures that ensure exercising the rights of the data subjects, data erasure, and data vulnerability. Furthermore, we consider the protection of personal data already in the development, for example through the selection of hardware, software and procedures, according to the principles of data protection by technology design and by privacy-friendly default settings as per Article 25 of the GDPR.

4. Cooperation with external contract processors and third parties

4.1. We will never do anything that compromises your privacy on this website. If, in the context of our processing, we disclose data to other persons and companies (contract processors or third parties), transmit data to them or otherwise grant them access to the data, this will only be done on the basis of legal permission (e.g. if a transmission of the data to third parties is required by payment service providers, pursuant to Article 6 (1) (b) GDPR for the performance of a contract), or if you have consented to a legal obligation, or based on our legitimate interests (e.g. the use of agents, web hosts / web hosting providers, etc.).

4.2. If we commission third parties to process data on the basis of "data processing agreement," this will be done on the basis of Article 28 GDPR.

5. Right of withdrawal:

You have the right to revoke granted consent in accordance with Article 7 (3) GDPR with immediate future effect.

6. Rights of the persons concerned / data subjects

6.1. You have the right, upon request, to obtain confirmation as to whether or not the data in question is being processed and for information about this data as well as for further information and a copy of the data in accordance with Article 15 GDPR.

6.2. In accordance with Article 16 GDPR, you have the right to obtain the rectification of the data concerning you and you have the right to have incomplete personal data completed.

6.3. In accordance with Article 17 GDPR, you have the right to request that the data in question be erased without undue delay, or alternatively, in accordance with Article 18 GDPR, to demand a restriction of the processing of data.

6.4. You have the right to demand that the data relating to you, which you have provided to us, be obtained in accordance with Article 20 GDPR and to request its transmission to another controller or persons responsible.

6.5. According to Article 77 GDPR, you also have the right to lodge a complaint with the relevant supervisory authority.

7. Right of objection

You may object to the future processing of your data in accordance with Article 21 GDPR at any time. In particular, the objection may be made against processing for direct marketing purposes.

8. Cookie Policy

Please note that a “cookie” is a small piece of information stored by a web server on a web browser so, it can be later read back from that browser. We may use cookie and tracking technology depending on the features offered. No Personal Data will be collected via cookies and other tracking technology; however, if you previously provided Personal Data, cookies may be tied to such information.

9. Erasure of data

The data processed by us will be erased or limited in their processing in accordance with Articles 17 and 18 GDPR. Unless otherwise explicitly stated in this privacy policy, the data stored by us is erased as soon as they are no longer necessary in relation to the purposes for which they are collected and the erasure does not conflict with any legal retention periods or requirements. Unless the data is deleted because it is required for other and legitimate purposes, its processing will be restricted, that is, the data will be locked and not processed for other purposes.

10. Provision of contractual services

9.1 We process inventory data (e.g., names and addresses as well as contact information of users), contract data (e.g., services used, names of contacts, payment information) for the purpose of fulfilling our contractual obligations and services in accordance with Article 6 (1) (b) GDPR.

9.2 We process user data (e.g., the visited web pages of our online services, interest in our products) and content data (e.g., entries typed into contact forms or user profiles) for advertising purposes in a user profile to inform the user e.g., to display product instructions based on the user’s previous activities.

9.3 We retain inventory and process data for as long as necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law. We will securely delete or anonymize the data when it is no longer needed.

11. Contacting us:

When you contact us, the information provided by the user is processed in order to process the contact request and its resolution in accordance with Article 6 (1) (b) GDPR.

We erase contact requests, if and when they are no longer required. We check the necessity every one year; requests from users who have an account with us, we store permanently and refer to the erasure on the details of the user account.

Contact No : 044 6900 4500
Email Address: contact@solidpro-es.com

12. Change in Privacy Policy:

From time to time, we may need to update our Privacy Policy in order to comply with relevant legislation. The latest version of the Privacy Policy is always available on our website. User is subjected to time and again check such privacy policy on our website to keep them up to date regarding the same. This privacy policy is subject to change based on business, legal and regulatory requirements. You are kindly advised to review the policy periodically to keep yourself abreast of any changes to the policy.

Director