



Inovocare Healthsoft Solutions Pvt. Ltd.

377, Purbalok, Kolkata - 700 099

Phone - +91 97488 43499

Email - inovocare.kol@gmail.com

Terms and Conditions

Last updated: July 06, 2023

Please read these Terms and Conditions ("Terms") carefully before using the NIBRA-CS service (the "Service") operated by Inovocare Healthsoft Solutions Pvt. Ltd. ("Company," "we," "us," or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Service.

Accounts

When you create an account with us, you must provide accurate, complete, and up-to-date information. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features, and functionality are and will remain the exclusive property of the Company and its licensors. The Service is protected by copyright, trademark, and other laws of both the country and foreign jurisdictions. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.



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Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by the Company. The Company has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. We do not warrant the offerings of any of these entities or individuals, nor do we endorse them. You acknowledge and agree that the 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 the use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

Termination

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

Limitation of Liability

In no event shall the Company, its directors, employees, partners, agents, suppliers, or affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; or (iv) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Indemnification

You agree to defend, indemnify, and hold harmless the Company and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without



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limitation any copyright, property, or privacy right; or (iv) any claim that your use of the Service caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Service.

Governing Law

These Terms shall be governed and construed in accordance with the laws of the jurisdiction of West Bengal, India, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions or concerns about these Terms, please contact us at support@nibracs.com.

By using the NIBRA-CS Service, you acknowledge that you have read and understood these Terms and agree to be bound by them.