

TenderTiger(Mobile Apps) Legal Info

Terms of Service

1. Your Acceptance

This is an agreement between e-Procurement Technologies Limited, ("TenderTiger"), the owner and operator of www.TenderTiger.com (the "TenderTiger Site"), the TenderTiger software, the "TenderTiger Service", or the "Service"), and you ("you" or "You"), a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE. The TENDERTIGER'S TERMS OF USE WHICH CAN BE FOUND AT(<http://www.tendertiger.com/TermsOfUse.htm>) AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you choose to not agree with any of these terms you may not use the any our Service.

2. TenderTiger Service

These Terms of Service apply to all users of the TenderTiger Service. Information provided by our users through the TenderTiger Service may contain links to third party websites that are not owned or controlled by TenderTiger. TenderTiger has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, TenderTiger will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly acknowledge and agree that TenderTiger shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.

3. TenderTiger Access

A. Subject to your compliance with these Terms of Service, TenderTiger hereby grants you permission to use the Service, provided that: (i) your use of the Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Service, or in any other manner inconsistent with these Terms of Service; (ii) you will not duplicate, transfer, give access to, copy or distribute any part of the Service in any medium without TenderTiger's prior written authorization; (iii) you will not attempt to reverse engineer, alter or modify any part of the Service; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service and Privacy Policy.

B. In order to access and use the features of the Service, you acknowledge and agree that you will have to provide TenderTiger with your mobile phone number and other personal information. You expressly acknowledge and agree that in order to provide the Service, TenderTiger may periodically access your contact list and/or address book on your mobile device to find and keep track of mobile phone numbers of other users of the Service. When providing your mobile phone number, you must provide accurate and complete information. You hereby give your express consent to TenderTiger to access your contact list and/or address book for mobile phone numbers in order to provide and use the Service. We do not collect names, addresses or email addresses, just mobile phone numbers. You are solely responsible for the status messages that you submit and that are displayed for your mobile phone number on the TenderTiger Service. You must notify TenderTiger immediately of any breach of security or unauthorized use of your mobile phone. Although TenderTiger will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of TenderTiger or others due to such unauthorized use.

C. You agree not to use or launch any automated system, including without limitation, "Robots", "Spiders", "Offline Readers", "Load Testers" etc. or such as Wget, Apache Bench, mswebstress, HTTP Load, Blitz, Xcode Automator, Android Monkey, etc., that accesses the Service in a manner that sends more request messages to the TenderTiger servers in a given period of time than a human can reasonably produce in the same period by using a TenderTiger application, and you are forbidden from ripping the content unless specifically allowed. Notwithstanding the foregoing, TenderTiger grants the operators of public search engines permission to use spiders to copy materials from the website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. TenderTiger reserves the right to revoke these exceptions either generally or in specific cases. While we don't disallow the use of sniffers such as Ethereal, TCP Dump or HTTP Watch in general, we do disallow any efforts to reverse-engineer our system, our protocols, or explore outside the boundaries of the normal requests made by TenderTiger clients. We have to disallow using request modification tools such as fiddler or whisker, or the like or any other such tools activities that are meant to explore or harm, penetrate or test the site. You must secure our permission before you measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on our domain. You agree not to collect or harvest any personally identifiable information, including phone number, from the Service, nor to use the communication systems provided by the Service for any commercial solicitation or spam purposes. You agree not to spam, or solicit for commercial purposes, any users of the Service.

4. Intellectual Property Rights

The design of the TenderTiger Service along with TenderTiger created text, scripts, graphics, interactive features and the and the trademarks, service marks and logos, are owned by or licensed to TenderTiger, subject to copyright and other intellectual property rights under India and foreign laws and international conventions. The Service is provided to you "AS IS" for your information and Personal use only. TenderTiger reserves all rights not expressly granted in and to the Service. You agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein, including any use, copying, or distribution of status Submissions of third parties obtained through the Service for any commercial purposes.

5. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE TENDERTIGER SERVICE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, TENDERTIGER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF. TENDERTIGER MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SERVICE'S CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE TENDERTIGER SERVICE. TENDERTIGER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE TENDERTIGER SERVICE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY USER STATUS SUBMISSION OR OTHER ADVERTISING, AND TENDERTIGER WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

6. Limitation of Liability

IN NO EVENT SHALL TENDERTIGER, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE TENDERTIGER CLIENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OF SERVICE OR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT TENDERTIGER SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by TenderTiger from its facilities in the India. TenderTiger makes no representations that the TenderTiger Service is appropriate or available for use in other locations. Those who access or use the TenderTiger Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

7. Indemnity

You agree to defend, indemnify and hold harmless TenderTiger, its parent corporation, officers, directors, employees and agents, 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 TenderTiger Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your Status Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the TenderTiger Service.

8. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TenderTiger without restriction.

9. General

You agree that: (i) the TenderTiger Service shall be deemed solely based in India; (ii) the TenderTiger Service shall be deemed a passive server that does not give rise to personal jurisdiction over TenderTiger, either specific or general, in jurisdictions other than India; and (iii) that you agree to subject to the jurisdiction of India in the event of any legal dispute. These Terms of Service shall be governed by the internal substantive laws of the State of India, without respect to its conflict of laws principles. Any claim or dispute between you and TenderTiger that arises in whole or in part from the TenderTiger Service shall be decided exclusively by a court of competent jurisdiction located in Ahmedabad (Gujarat), India. These Terms of Service, together with the Privacy Policy at (<http://www.tendertiger.com/PrivacyPolicy.htm>) and any other legal notices published by TenderTiger, including, but not limited to an end user license agreement, shall constitute the entire agreement between you and TenderTiger concerning the TenderTiger Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and TenderTiger's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. TenderTiger reserves the right to amend or modify these Terms of Service at any time, and it is your responsibility to review these Terms of Service for any changes. If you do not agree to the revised Terms, your only recourse is to discontinue the use of the TenderTiger Service. Your continued use of the TenderTiger Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND TENDERTIGER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TENDERTIGER

SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Privacy Notice

e-Procurement Technologies Limited, ("TenderTiger") recognizes that its customers, visitors and users, want to know TenderTiger with privacy. TenderTiger provides this Privacy Policy to help you make an informed decision about whether to use or continue using the TenderTiger Site, TenderTiger Software and/or the TenderTiger Service. If you do not agree to our practices, please do not use the TenderTiger Site, TenderTiger Software or TenderTiger Service.

This Privacy Policy is incorporated into and is subject to the TenderTiger Terms of Service. Your use of the TenderTiger Site, TenderTiger Software and the TenderTiger Service and any personal information you provide on the TenderTiger Site or TenderTiger Service remains subject to the terms of this Privacy Policy and our Terms of Service.

The Privacy policy can be found at (<http://www.tendertiger.com/PrivacyPolicy.htm>)

What Does This Privacy Policy Cover?

This Privacy Policy is part of TenderTiger's Terms of Service and covers the treatment of user information, including personally identifying information, obtained by TenderTiger, including information obtained when you access the TenderTiger's Site, use the TenderTiger Service or any other software provided by TenderTiger.

This Privacy Policy does not apply to the practices of companies that TenderTiger does not own or control, or to individuals whom TenderTiger does not employ or manage, including any of the third parties to which TenderTiger may disclose user information as set forth in this Privacy Policy.

The Information TenderTiger Collects

TenderTiger may obtain the following types of information from or concerning you or your mobile phone device, which may include information that can be used to identify you as specified below ("Personally Identifying Information"):

User Provided Information: You provide certain Personally Identifiable Information, such as your mobile phone number, push notification name (if applicable), billing information (if applicable) and

mobile device information to TenderTiger when choosing to participate in various uses of the TenderTiger Service, such as registering as a user, updating your status or requesting status for your contacts. In order to provide the TenderTiger Service, TenderTiger will periodically access your address book or contact list on your mobile phone to locate the mobile phone numbers of other TenderTiger users (“in-network” numbers), or otherwise categorize other mobile phone numbers as “out-network” numbers, which are stored as one-way irreversibly hashed values.

Cookies Information: When you visit the TenderTiger Site, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. TenderTiger uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, the TenderTiger Site may not function properly if the ability to accept cookies is disabled.

Log File Information: When you use the TenderTiger Site, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, one or more cookies that may uniquely identify your browser, your phone number, phone number you are requesting the status of and various status information. When you use the TenderTiger Service, our servers log certain general information that our application sends whenever a message is sent or received, or if you update or request any status information, including time and date stamps and the mobile phone numbers the messages were sent from and to.

The Way TenderTiger Uses Information

If you submit Personally Identifiable Information to us through the TenderTiger Site, or TenderTiger Service, then we use your personal information to operate, maintain, and provide to you the features and functionality of the TenderTiger Site and TenderTiger Service. Any billing information that may be collected from you will be deleted thirty (90) days after the termination of your account with TenderTiger. We do not use your mobile phone number or other Personally Identifiable Information to send commercial or marketing messages without your consent. We use your mobile phone

number (or email address, if provided) without further consent for non-marketing or administrative purposes (such as notifying you of major TenderTiger Site or TenderTiger Service changes or for customer service purposes). We may use both your Personally Identifiable Information and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the TenderTiger Site and TenderTiger Service and to create new features, promotions, functionality, and services by storing, tracking, and analyzing user preferences and trends. Hopefully we improve the TenderTiger Site and Service and don't make it suck worse. We may use cookies and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you use the TenderTiger Service or TenderTiger Site; (b) provide custom, personalized content and information; (c) monitor individual and aggregate metrics such as total number of visitors, pages viewed, etc.; and (d) track your entries, submissions, views and such.

When TenderTiger Discloses Information

We do not sell or share your Personally Identifiable Information (such as mobile phone number ,email , personal details and other information) with other third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may share your Personally Identifiable Information with third party service providers to the extent that it is reasonably necessary to perform, improve or maintain the TenderTiger Service. We may share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, asset views, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the TenderTiger Site. TenderTiger also reserves the right to disclose Personally Identifiable Information and/or non-personally-identifiable information that TenderTiger believes, in good faith, is appropriate or necessary to enforce our Terms of Service, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the TenderTiger Site or our servers, and to protect the rights, property, or personal safety of TenderTiger, our users or others.

Your Choices

You may, of course, decline to submit Personally Identifiable Information through the TenderTiger Site or the TenderTiger Service, in which case TenderTiger may not be able to provide certain services to you. If you do not agree with our Privacy Policy or Terms of Service, please delete your

account, uninstall the TenderTiger mobile application and discontinue use of the TenderTiger Service; your continued usage of the TenderTiger Service will signify your assent to and acceptance of our Privacy Policy and Terms of Service. Please contact TenderTiger via email to support at TenderTiger.com .

Our Commitment To Personal Data Security

TenderTiger uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to TenderTiger and you do so at your own risk. Using unsecured WIFI networks or other unprotected networks to submit messages through the TenderTiger Service is never recommended. Once we receive your transmission of information, TenderTiger makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If TenderTiger learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. TenderTiger may post a notice on the TenderTiger Site or through the TenderTiger Service if a security breach occurs.

Special Note to International Users

The TenderTiger Site and Service are hosted in the India and are intended for and directed to users in the India. If you are a user accessing the TenderTiger Site and Service from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from Indian Legal laws, please be advised that through your continued use of the TenderTiger Site and Service, which are governed by Indian Law, this Privacy Policy, and our Terms of Service, you are transferring your personal information to the India and you expressly consent to that transfer and consent to be governed by Indian law for these purposes.

In the Event of Merger, Sale, or Bankruptcy

In the event that TenderTiger is acquired by or merged with a third party entity, we reserve the right to transfer or assign the information we have collected from our users as part of such merger, acquisition, sale, or other change of control. In the (hopefully) unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

Changes and updates to this Privacy Notice

This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. Your continued use of the TenderTiger Site and TenderTiger Service constitutes your agreement to this Privacy Policy and **Terms of Use** any amendments.

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