

Terms of Service

1. Your relationship with 'NUMO Solutions'

1. The Terms of Service ("these Terms") contained herein shall govern your use of the services, products, software, websites, (hereafter referred to as the "Services"). Made available in www.numo.in and www.numo.co.in and www.vaccimo.com or other connected sites and accessed through Internet, SMS, WAP and any other means. The web site www.numo.in and www.numo.co.in is owned and operated by NUMO Solutions, L-301, Hinduja Park, Kundanahalli Gate, Bangalore 560 066] (hereafter referred to as the "Company" or "NUMO"). Your use of the Services is subject to these Terms and this shall be construed as a contract ("Agreement") between you and the Company.
2. The Company reserves the right to modify, alter, make changes to, cancel or suspend these Terms. Any change made to these Terms shall be available at www.numo.in and www.numo.co.in and shall automatically apply to your use of the Services from the date of the change. You are responsible for checking these Terms periodically to remain in compliance with them.
3. Definitions:
 1. KeyWord - The first word of SMS message which is the Command for the Service.
 2. Long Code – 96322 46866 or other number
 3. SMS - Short Messaging Service
 4. Short Code –
 5. URL - Universal Resource Locator
 6. WAP - Wireless Application Protocol
 7. Medium Code—
 8. AUTOCALL- System making a auto call to user

2. Acceptance of the Terms

1. The Terms may be accepted by: Checking the Box that is place alongside the text 'I ACCEPT the Terms of Service', where this option is made available to you in the user interface for any Service; or By sending the an SMS with "REG" as keyword to the specified short-code or Long code in which event your sending of the message will be treated as an acceptance of the Terms from that point onwards.
2. Without prejudice to the Company's right to change the Terms without prior notice, a copy of these Terms may be printed or saved for your records.

3. Provision of the Services by NUMO

1. The Company reserves the right to modify, suspend or cancel, or discontinue any or all Services at any time without notice, or to make modifications and alterations in any or all of the form, content and nature of the Services without prior notice, including but not limited to, change or discontinuation of access codes, keywords.
2. You are entitled to discontinue using the Services at any point, without informing the Company.

3. The Company shall have the right to disable your access to the account, the Services, your account details or any files or other content contained in your account, without assigning any reasons.
 4. The Company may fix upper limits on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service at any time, at the Company's discretion. However, by using the Services, you shall be deemed to have given your consent for the receipt of any message delivered to you by the Service.
- 4. Use of the Services**
1. For the purpose of registering yourself for certain Services or as part of the continued use of the Services, you may be required to provide information about yourself along with proof of identity. All personal information given to the Company shall always be accurate, correct and up to date. The Company shall, without independent verification on its part, rely on such personal information provided by you to authenticate your identity as the user of the Services or to provide you with some facilities you may request from time to time, like regeneration of login and password information.
 2. The Services shall be accessed/ used in accordance with the Terms and according to any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including the Information Technology Act, 2000, TRAI guidelines, NDNC requirements and any laws regarding the export of data or software to and from India or other countries).
 3. Unless agreed to otherwise by an agreement with the Company, the Services must be accessed through the interface that is provided by the Company. Access of the Services through any automated means (including use of scripts or web crawlers) is not permitted.
 4. You agree that you will not engage in any activity that interferes with or disrupts the Services, or the servers and networks which are connected to the Services.
 5. Unless there is an agreement to the contrary with the Company, no person shall be entitled to reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
 6. Non-compliance of all or any part of the Terms in availing the Services shall amount to a breach of the Terms. Any breach of the Terms and the consequences (including any loss or damage which the Company may suffer) by reason of such breach shall not be the responsibility of the Company. The sole responsibility for the breach of the Terms and the consequences thereof, including any claims made by any third party, shall lie with you.
- 5. Commercial Terms**
1. In consideration of using the Services you shall pay the Company such fees or charges as applicable to you. In the case of any disagreement on payments to be made to the Company, the accounts of the Service as applicable to you and as maintained by the Company shall be final and binding on you.
- 6. Your passwords and account security**
1. The password associated with any of the accounts that you use to access the Services must be confidential and you shall be responsible for maintaining the confidentiality of the same. Pursuant to a password regeneration requests made at

the web, your login and password would be sent to your email address as available with the Company. Therefore you will acknowledge that compromising the login and password of such email address may result in a compromise of your account with the Company.

2. The Company must be notified immediately in the event that you become aware of any unauthorized use of your password or of your account.

7. Your responsibilities and Undertaking

1. As you use this service to interact (through SMS and other technologies) with mobile enabled consumers, you shall respect their individual privacy as per applicable laws.
 1. More specifically, you undertake:
 1. Not to send any unsolicited message to any mobile user
 2. Have the consent of all mobile users to whom a communication is sent
 3. If required by the Company or Network Service Provider a satisfactory proof of customer consent
 4. Provide written confirmations from time to time to the company /Network Service Provider as specified under service requirements
 5. Do not use any mobile numbers in an improper manner.
 6. Not to send any messages with politically and/or communally sensitive, inflammatory or any other kind of communication that are prohibited by law.
 2. The Company's policies related to privacy and spam, which are available to you to read online on any of the Company's websites, explain how the Company treats your personal information when you use the Services. The Company may form other policies from time to time on one or more specific aspects of the Services, and amend or remove any of them. Such policies shall be deemed to form part of these Terms and it shall be solely your responsibility to read and understand them. The Company may, without affecting such responsibility of yours, intimate you of any new policies or changes to existing policies.
 3. You shall be obliged not to, and shall bear sole responsibility for, transmitting any unsolicited junk or unsolicited commercial messages ("Spam") using the Service.
 4. By using the Service it is possible that you/your clients may receive unsolicited messages. The Company makes no representation that the Service will be free of Spam and assumes no liability in that behalf.
 5. As an enterprise using the Services, you confirm that you have taken the consent of the persons to whom you wish the Services to be provided, and as and when required by the Company you shall submit satisfactory proof of the same.

8. Content in the Services

1. All information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".
2. The Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services, may be

protected by intellectual property rights owned by the sponsors or advertisers who provide that Content to the Company. Thus, unless there is an Agreement to the contrary between you and the Company or the owners of the Content, the Content, either in whole or in part, must not be modified, rented, leased, loaned, sold, distributed or used to create derivative works.

3. The Company reserves the right, but shall not be obligated to, to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, the Company may provide tools to filter out explicit sexual content. However, The Company shall not be responsible for Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
4. Any Content that you create, transmit, or display while using the Services and the consequences thereof (including any loss or damage which the Company may suffer) shall be solely your responsibility and the Company shall not be responsible to you or to any third party for the same.

9. Proprietary rights

1. The Company is the absolute owner of all right, title and interest in and to the web sites, software, tools, Content and in any trade marks, service marks and domain names, used to render the Services ("Company Material"). No license or other right is granted to you in respect of such Company Material.
2. No proprietary rights notices (including copyright and trade mark notices), which may be affixed to or contained within the Services, shall be removed, obscured, or altered in any manner.
3. Any trade mark, service mark, trade name or logo of any company or organization shall not be used by you in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

10. Content license from you

1. By virtue of you submitting, posting or displaying Content, the Company shall have a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services. However, the copyright and any other rights that you hold in Content which has been submitted, posted or displayed on or through, the Services shall be retained by you.
2. The above license to the Company shall also include the right:
 1. To make such Content available to other companies, organizations or individuals with whom the Company has a relationship for the provision of syndicated services, and to use such Content in connection with the provision of those services.
 2. To (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media when providing the Services to the other users.
3. You confirm and warrant that you have all the rights, power and authority necessary to grant the above license to the Company.

11. Termination

1. The Terms will continue to apply until terminated by either you or the Company as set out below.
2. You may terminate this Agreement by (a) notifying the Company at any time and (b) closing your accounts for all of the Services that you use, where the Company has made this option available to you. The notice should be in writing and address and issued to the Company at the address given on the website. Termination shall not affect your payment obligations to the Company.
3. The Company may at any time, terminate the Agreement with you with or without cause by prior notice of 15 days sent to your email address as shown in the Company's records. In the event of your breach of any of these Terms, the Company may, in addition to, or in lieu of, terminating these Terms, deactivate or suspend access to the whole or any part of your online account with any of the Company's websites.
4. Termination shall be without prejudice to accrued rights.

12. Exclusion Of Warranties

1. You acknowledge that the integrity, correctness, completeness, timeliness and other aspects of transmission and delivery of Services over any network, or any aspect of any network, including its continued uptime, cannot be guaranteed. The Services are provided to you "as is" with no warranties. The Company disclaims warranties and conditions of every kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement. The Company does not represent that the Service shall be continued to be provided in the form that you begin using them, or provided at all.

13. Indemnity

1. You shall defend, hold harmless and keep indemnified the Company, its licensors and suppliers, and their respective directors, officers, employees, and their agents against any claim, proceeding, loss, damage, or liability that they may be subject to, actual or alleged, as a result of your use of the Services, including any breach of these Terms.

14. Limitation Of Liability

1. The Company shall not be liable for any direct, indirect, incidental, special consequential or exemplary damages which may you incur, however caused and under any theory of liability. Notwithstanding anything to the contrary in these Terms the liability of the Company shall be limited to a sum of Rs. 500/- Five hundred only in every calendar year or the total sum paid by way of fees and charges to the Company by you in the 3months preceding the date of liability whichever is lower.

15. Third Party Content And Advertisements

The Company shall always have the right to include any content provided by third party service provider and other vendors, and the right to feature advertisements on the site and otherwise as part of the Services.

16. Health (VACCIMO)

Vaccimo is just a reminder service. NUMO solutions is not responsible for your health or your child health or your pet health. We are not just facilitating the reminder services. You will be sole responsible for this usage. We request to cross check with your physician before taking medication. The vaccination sets are general vaccination sets for children and pets prescribed by various physicians. We request you change them according to your requirement. Once again NUMO Solutions is not responsible for any health disorders may be yours or your child or your pet's.

17. VACCIMO HOSPITAL

Vaccimo is reminders delivery platform. We are not responsible for your customer's health. As mentioned due to network congestion with telcom providers the AUTOCALL and SMS may not be able to deliver on time.

18. Miscellaneous

These Terms constitute the entire agreement between you and the Company and shall supercede any prior agreements between you and the Company in relation to the Services. The Company is entitled to provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services. The Company's failure to exercise any of its rights hereunder shall not be deemed to be a waiver of such rights. If any provision of these Terms is held to be or becomes void the remaining provisions shall remain in full force and effect. These Terms shall be governed by the laws of India. Disputes, if any between you and the Company shall be referred to binding arbitration at Bangalore by a sole arbitrator jointly appointed by the Parties. If the Parties are unable to agree on a sole arbitrator, each shall appoint an arbitrator and the two arbitrators shall appoint the third arbitrator.

Date : November, 30, 2008