

SpotWays (Infologitech Systems Pvt Ltd) Terms and Conditions

These Terms and Conditions (“Agreement”) govern the use of **SpotWays**, by **Infologitech Systems Pvt. Ltd.** (“Company”, “We”, “Us”, or “Our”), by any client organization (“Client”, “You”, or “Your”). By signing up or using SpotWays, You agree to these Terms.

1. Definitions

- **“Platform”** refers to the SpotWays web application, mobile app, APIs, and related services.
 - **“Client Data”** means data uploaded, shared, or generated through the Platform by the Client or its users.
 - **“Authorized Users”** refers to employees, contractors, or agents of the Client who access the Platform.
 - **“Services”** refers to features provided by SpotWays, including location tracking, task management, analytics, and reporting.
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2. Acceptance of Terms

- By accessing or using SpotWays, you agree to comply with this Agreement.
 - If You are entering into this Agreement on behalf of a company or legal entity, You represent that You have authority to bind such entity.
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3. Services & Access

- The Platform is provided on a subscription basis as per the agreed plan.
 - Access is granted to Authorized Users only.
 - We reserve the right to:
 - Modify features without prior notice (with reasonable effort to maintain core functionality).
 - Suspend services for maintenance or security reasons.
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4. Client Responsibilities

- Provide accurate business and user details.
- Ensure Authorized Users comply with this Agreement.
- Maintain the confidentiality of login credentials.
- Use the Platform only for lawful business purposes and in compliance with applicable laws.

Prohibited Activities:

- Reverse engineering, copying, or reselling the Platform.
- Uploading malware, offensive content, or unauthorized data.
- Using SpotWays for surveillance without employee or user consent, where required by law.

5. Data Ownership & Privacy

- **Ownership:** Client retains all rights to Client Data. SpotWays does not claim ownership.
- **Usage:** We process data only to provide and improve the Services.
- **Compliance:** SpotWays complies with applicable data protection laws (including GDPR if relevant).
- **Public Data:** Information publicly available is not considered confidential, and this not client owned.
- **Data Security:** We implement industry-standard and relevant authorities prescribed security measures. Note that no security measures are 100% breach-proof.
- **Data Retention:** Client Data is retained for the subscription duration and **30 days post-termination**, after which it may be deleted.

6. Fees & Payment

- Subscription fees are as per the agreed plan.
- Payments are due in advance unless agreed otherwise.
- Late payments may result in suspension of Services.
- All fees are **non-refundable**.

7. Service Levels & Availability

- We strive for **99% uptime**, excluding scheduled maintenance.
- No guarantee of uninterrupted service due to factors beyond our control

8. Intellectual Property

- SpotWays and all related IP, logos, designs, and technology remain the exclusive property of Infologitech Systems Pvt. Ltd. This Agreement does not transfer any ownership rights to the Client.

9. Confidentiality

- Both parties agree to maintain confidentiality of proprietary and sensitive information.
- Confidential information excludes:
 - Information already in public domain.
 - Information independently developed without breach.
 - Information disclosed under legal requirement (with notice to the other party).

10. Warranties & Disclaimers

- SpotWays is provided “**as is**” without any warranties of uninterrupted or error-free performance.
- We disclaim all implied warranties including fitness for a particular purpose.

11. Limitation of Liability

- To the maximum extent permitted by law:
 - **We are not liable for indirect, incidental, or consequential damages.**
 - Our total liability will not exceed the amount paid by Client in the **last 6 months** preceding the claim.

12. Term & Termination

- Agreement is effective upon acceptance and continues for the subscription term.
- Immediate termination for:
 - Breach of this Agreement.
 - Non-payment of fees.
- Upon termination:
 - Access will be disabled.
 - Data deletion will occur after retention period.

13. Indemnification

- Client agrees to indemnify and hold SpotWays harmless against any claims, damages, or losses arising from:
 - Client's misuse of the Platform.
 - Violation of applicable laws.

14. Governing Law & Jurisdiction

- This Agreement is governed by the laws of **India**.
- Any disputes shall be subject to the jurisdiction of courts in **Hyderabad, Telangana, India**.

15. Amendments

- We may update these Terms from time to time.
- Clients will be notified via email, or platform notification before changes take effect.

16. Contact

For any queries:

Email: admin@infologitech.in