



**MILO LOGIC PRIVATE LIMITED**

**Terms of Service, 2024**

## **PREAMBLE**

These Terms of Service have been enacted to protect the best interests of the users of **Milo Logic** by ensuring transparency, fairness, and efficiency in the use of our digital services, including our website, mobile applications, and other associated products (collectively referred to as “the Services”).

Milologic is committed to providing innovative, secure, and user-friendly solutions that enhance the digital experience of individuals and businesses alike. These Terms set out the rights and responsibilities of both the Company and its users ("Users") and are designed to foster trust and transparency in all our interactions.

The Board of Directors of Milo Logic has formally approved these Terms and Conditions during its Board Meeting held on ..... following the review and recommendation of the CEO. The implementation of these Terms is intended to safeguard the interests of both the Company and its Users, ensuring compliance with applicable laws and regulations, including consumer protection and data privacy laws.

By using the Services, you acknowledge that you have read, understood, and agreed to these Terms, which are designed to provide clarity and fairness. These Terms will evolve as necessary to reflect updates in our Services, legal requirements, and business practices. We encourage all Users to review them regularly to stay informed of any changes.

**Thank you for choosing Milo Logic. We are committed to delivering an exceptional digital experience while safeguarding your rights and promoting transparency.**

## **TERMS OF SERVICES**

### **1. Introduction**

Welcome to Milo Logic Pvt. Ltd. BY ACCESSING OR OTHERWISE USING OUR SOFTWARE, WEB SERVICES, OR SERVICES AND ANY RELATED APPLICATIONS ("Apps") (collectively referred to as the "**Services**") OF MILO LOGIC PVT. LTD. ("**Company**"), YOU AGREE TO THESE TERMS OF SERVICE ("Terms"). Any individual or entity interacting with the Services via crawlers, robots, browsers, data mining or extraction tools, or any other automated functionality, whether installed or placed by the individual/entity or a third party, is considered to be using the Services. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SERVICES. Certain areas of the Services may be governed by additional terms and policies ("Additional Terms").

These Terms are applicable globally, and we aim to comply with all relevant national and international laws, including but not limited to the General Data Protection Regulation (GDPR) in the EU and the California Consumer Privacy Act (CCPA) in the United States.

### **2. Acceptance of Terms**

By using the Services, or clicking "accept" or "agree" where this option is provided, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Service and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms of Service, you must discontinue your use of the Services immediately.

**BY ACCESSING AND USING THIS SERVICES, YOU:**

- 1. ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF SERVICE;**
- 2. YOU REPRESENT AND WARRANT THAT YOU ARE THE LEGAL AGE OF MAJORITY UNDER APPLICABLE LAW TO FORM A BINDING CONTRACT WITH US; AND,**
- 3. YOU AGREE IF YOU ACCESS THE SERVICES FROM A JURISDICTION WHERE IT IS NOT PERMITTED, YOU DO SO AT YOUR OWN RISK.**

### **3. Updates to Terms of Service**

The Terms of Service may be amended and updated periodically at our sole discretion. Any modifications shall take effect immediately upon their posting and shall apply to all subsequent access to and use of the Services.

By continuing to access or use the Services after the revised Terms of Service have been posted, you acknowledge and agree to the modifications. It is your responsibility to review this page each time you access the Services to stay informed of any changes, as such changes shall be legally binding upon you.

#### **4. Eligibility**

The Services are intended for users who are at least 18 years old. By using our services, you represent and warrant that you are of legal age to form a binding contract in your jurisdiction, or, if you are a minor, that you have obtained consent from a parent or guardian who agrees to these Terms on your behalf.

#### **5. Use of Services**

You are granted a limited, non-exclusive, non-transferable, and revocable license to use the Services, subject to these Terms. This means that you may:

- Browse, view, and interact with the content provided on the Website and Apps.
- Use any feature offered within the Services, provided you comply with these Terms and any additional guidelines or rules posted in specific sections of the Website/Site or within the Apps.

This License does not grant you any ownership rights in the website, Apps, or the content provided herein. All rights not expressly granted are reserved by Milo Logic.

You agree to utilize the Services solely for lawful purposes and in compliance with all applicable laws, statutes, and regulations. The use of automated tools, including but not limited to bots, crawlers, and scrapers, is prohibited unless expressly authorized in writing by the Company. Any unauthorized access to, interference with, or use of the Services is strictly prohibited.

It is your obligation to ensure that all individuals who access the Services through your account or under your authority are informed of this Agreement and comply with its Terms. As a condition of your use of the Services, you represent and warrant that all information you provide on the Services is accurate, current, and complete.

YOU ACCEPT FULL AND SOLE RESPONSIBILITY FOR YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE SECURITY OF YOUR COMPUTER, INTERNET CONNECTION, AND DATA.

#### **6. User Accounts**

Certain parts of the Services may require the creation of an account. You are solely responsible for maintaining the confidentiality of your account credentials (username, password, etc.) and for any activity that occurs under your account. You agree to:

- Provide accurate and current information during the registration process.
- Notify us immediately if you suspect any unauthorized use of your account.

**YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SERVICES AND YOUR COMPUTER, INTERNET AND DATA SECURITY.**

Milo Logic reserves the right to suspend or terminate accounts that violate these Terms, including for unauthorized access, misuse, or other security breaches.

## **7. User-Generated Content**

Certain areas of the Services may allow you to post content such as comments, reviews, or other materials ("User Content"). By posting User Content, you represent and warrant that you:

- Own or have the necessary rights to use and post the content.
- Grant Milologic a worldwide, non-exclusive, royalty-free license to use, distribute, display, and create derivative works from the content.

You also agree that Milologic may remove any User Content that, in its sole discretion, violates these Terms or is otherwise objectionable.

## **8. Prohibited Activities**

You may only use the Services for lawful purposes and in compliance with these Terms of Service. You agree not to use the Services in the following ways:

- In any manner that violates applicable federal, state, local, or international laws or regulations, including laws governing the export of data or software to and from Nepal or other countries.
- To exploit, harm, or attempt to harm minors in any way, including exposing them to inappropriate content or soliciting personally identifiable information.
- To knowingly send, receive, upload, download, or reuse any material that does not comply with the Submission Standards outlined in these Terms of Service.
- To transmit or facilitate the transmission of any unsolicited advertising or promotional material, such as "junk mail," "chain letters," "spam," or other similar solicitations.

- To impersonate or attempt to impersonate the Company, its employees, another user, or any other individual or entity, including by using email addresses associated with such persons or entities.
- To engage in conduct that restricts or inhibits another person's use or enjoyment of the Services, or that could, as determined by the Company, harm the Company, its users, or expose them to liability.

Additionally, you agree not to:

- Use the Services in any way that could disable, overburden, damage, or impair the Services, or interfere with any other party's use of the Services, including their ability to participate in real-time activities.
- Use any automated means, such as robots, spiders, or other devices, to access the Services for any purpose, including monitoring or copying its content.
- Use any manual process to monitor or copy Services material, or for any unauthorized purpose not explicitly permitted in these Terms of Service, without prior written consent from the Company.
- Employ any device, software, or routine that interferes with the proper functioning of the Services.
- Introduce any malicious software, such as viruses, Trojan horses, worms, or logic bombs, that is technologically harmful.
- Attempt to gain unauthorized access to, tamper with, damage, or disrupt any part of the Services, its servers, or any server, computer, or database connected to the Services.
- Engage in a denial-of-service attack or a distributed denial-of-service attack against the Services.
- Otherwise interfere with the proper functioning of the Services.

## **9. Intellectual Property**

The Services, including all of its contents, features, and functionality (such as information, software, text, displays, images, video, audio, design, selection, logos, graphics and arrangement of these elements), is the property of the Company, its licensors, or other providers of the material and is protected by Patent, Design, and Trademark Act, of 1965 (“**PDTA**”) and The Copyright Act, 2002 and international laws regarding copyright, trademarks, patents, trade secrets, and other intellectual property or proprietary rights.ch

You are granted a limited, non-exclusive, non-transferable license to access and use the Content for personal, non-commercial purposes only. You may not reproduce, modify, distribute, create derivative works, publicly display, or otherwise exploit the Content without prior written consent, except as follows:

- Temporary storage of copies in RAM.
- Browser caching for display purposes.
- Printing or downloading a reasonable number of pages for personal use.
- Using social media features provided by the Company.

In the event you print, copy, modify, download, or otherwise provide others with access to any part of the Services in violation of these Terms of Service, your right to use the Services will be terminated immediately, and you may be required, at the Company's discretion, to return or destroy any copies of materials you have created. No ownership rights, title, or interest in or to the Services or its content are transferred to you. All rights not explicitly granted are retained by the Company. Any unauthorized use of the Services constitutes a breach of these Terms of Service and may infringe upon copyright, trademark, or other applicable laws.

## **10. Rights and Remedies**

We reserve the right, without prior notice, to:

- Take appropriate legal action for any illegal or unauthorized use of the Services, including cooperation with law enforcement.
- Suspend or terminate your access to the Services for any violation of these Terms of Service, or for no reason at all, at our sole discretion.

You hereby waive and release the Company, along with its parent company, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, and successors, from any and all claims resulting from actions taken by the Company or any of the aforementioned parties in relation to any investigations conducted by the Company or law enforcement authorities.

## **11. Payments and Subscription**

If you purchase any products or services through the Services, you agree to the pricing, payment, and billing terms applicable at the time of your purchase.

Subscription Services

If our services include subscriptions, you agree to pay the applicable subscription fees and any associated taxes. Subscriptions may automatically renew at the end of each billing cycle unless canceled in accordance with the applicable cancellation policy.

#### Payment Methods

We accept a variety of payment methods, including credit cards, e-wallets, and other secure payment gateways. You must provide accurate billing information and update it promptly if there are any changes.

#### Refunds

Refund policies may vary depending on the service or product purchased. Specific terms for refunds will be provided at the point of purchase.

### **12. Third-Party Services**

For your convenience, this Service may offer links or references to third-party websites, services or content. Company does not endorse, control, represent or warranty regarding any third-party sites or content that may be accessed through this Services. We are not responsible for the content, privacy policies, or practices of any third-party websites or services linked from our Services.

By using these links, you acknowledge that you do so at your own risk, and you should review the terms and conditions and privacy policies of any third-party services you access.

### **13. Disclaimers, Liabilities and Indemnification**

#### Disclaimer of Warranties:

You understand and agree that the Services, their content, and any goods, digital products, Services, information, or items obtained through the Services are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties or conditions of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The above does not impact any warranties that cannot be excluded or limited under applicable law.

You acknowledge and agree that neither the Company nor its respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors make any warranties, representations, or endorsements regarding the completeness, security, reliability, suitability, accuracy, timeliness, or availability of the Services or their content, or that any goods, digital products, Services, information, or items obtained through the Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or that the Services



or the server that makes them available are free from viruses, harmful components, or destructive code.

### Limitation of Liability

To the fullest extent permitted by law, Milologic, its affiliates, directors, employees, and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from your use of or inability to use the website, Apps, or any related services, including but not limited to:

- Loss of data, profits, or revenue.
- Business interruption or service outages.
- Damages arising from third-party services or linked websites.

### Indemnification

To the maximum extent allowed by applicable law, you agree to defend, indemnify, and hold harmless the Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Service or your use of the Services. This includes, but is not limited to, claims related to third-party sites and content, any unauthorized use of the Services' content or Services, or any use of goods, digital products, or information purchased through the Services.

## **14. Dispute Resolution**

At the Company's sole discretion, you may be required to submit any disputes related to these Terms of Service or your use of the Services, including disputes regarding their interpretation, breach, invalidity, non-performance, or termination, to final and binding arbitration in accordance with applicable laws, including the Arbitration Act of Nepal.

ANY LEGAL CLAIM OR CAUSE OF ACTION YOU MAY HAVE ARISING FROM OR RELATED TO THESE TERMS OF SERVICE OR THE SERVICES MUST BE INITIATED WITHIN 30 DAYS FROM THE DATE THE CLAIM OR CAUSE OF ACTION FIRST OCCURS. FAILURE TO DO SO WILL RESULT IN THE CLAIM BEING PERMANENTLY BARRED.

## **15. Data Protection and Privacy**

Your use of our Services is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal data. By using the Services, you consent to the collection and use of your data as described in the Privacy Policy.

## **16. Governing Law**

The Services and these Terms of Service will be governed by and construed in accordance with the laws of Nepal, including any applicable federal laws, without giving effect to any choice or conflict of law provisions, principles, or rules, regardless of your domicile, residence, or physical location. Any legal action or proceeding arising out of or relating to the Services and/or these Terms of Service will be instituted in the courts of Nepal, and each party irrevocably submits to the exclusive jurisdiction of such courts. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms of Service or govern the rights and obligations of the parties under these Terms of Service.

## **17. Severability and Waiver**

If any provision of these Terms of Service is found to be illegal or unenforceable under applicable law, that provision will be modified to closely reflect the intended effect of the original term. All other provisions of these Terms of Service will remain in full force and effect.

The failure or delay of either party to exercise any right or power under this agreement will not be considered a waiver of that right or power, and any single or partial use of any right or power will not prevent further use of that or any other right under this agreement.

## **18. Notice**

We may provide notice to you by email to the address you provided or by posting on the Services. Notices sent by email will be effective upon sending, and notices posted on the Services will be effective upon posting. It is your responsibility to keep your contact information up to date.

To provide notice to us, you must contact us via phone at +977-9851354725, personal delivery, courier, or registered mail at: [info@milologic.com](mailto:info@milologic.com)

**Milo Logic Pvt. Ltd.**

**Bansbari, Maharajgunj, Kathmandu Metropolitan City-03,  
Kathmandu, Nepal.**

***\*\*\*\*\* Notices provided by personal delivery will be effective upon receipt by an authorized Company representative. Notices by courier or registered mail will be effective upon receipt, with confirmation of delivery.\*\*\*\*\****