

[Terms of Service](#) | [End User License Agreement \(EULA\)](#) | [Privacy Policy](#) | [Complaint Procedure](#)

Terms of Service

General

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter "You" or "Your") AND zOrder Technologies Pvt. Ltd. (hereinafter "zOrder") GOVERNING YOUR USE OF ZORDER SUITE OF ONLINE BUSINESS APPLICATION SOFTWARE ((hereinafter "zOrder Service(s)")

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the "General Terms") and terms and conditions, if any, specific to use of individual services (hereinafter the "Service Specific Terms"). The General Terms and Service Specific Terms are collectively referred to as the "Terms". In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding service. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the services.

Description of Service

We provide an array of services for online business applications which includes zOrderERP, zProfit, zRetail, zOrderMIS, zSupport, zConnect, zOrderMFG, zOrderHRM and zLoyalty ("Service" or "Services"). You may use the Services for your personal and business use for internal business purpose in the organization you represent. You may connect to the Services using any Internet browser supported by the Services or installed in your local server or hosted in the cloud server. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services.

Subscription to Beta Service

We may offer certain Services as closed or open beta services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your

subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that zOrder will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time. You will be provided notice of any such modification by electronic mail or by publishing the changes on the website. You may terminate your use of the Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. Your continued use of the Service after notice of any change to the Terms will be deemed to be your agreement to the amended Terms.

User Sign up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign-up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if zOrder has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, zOrder may terminate your user account and refuse current or future use of any or all of the Services.

Personal Information and Privacy

Personal information you provide to zOrder through the Service is governed by zOrder Privacy Policy. Your election to use the Service indicates your acceptance of the terms of the zOrder Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to care@zorder.in or by calling us to reach us through Live Chat. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from zOrder

The Service may include certain communications from zOrder, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Fees and Payments

Subscriptions to paid Services are available on one-time, monthly and yearly subscription plans. Your subscription will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the subscription. The subscription/AMC fee will be charged to the Credit Card last used by you. If you would like the payment for the renewal to be made through a different Credit Card or if you do not wish to renew the subscription, you agree to inform us at least seven days prior to the renewal date. In the event of termination of the subscription, you will be refunded the subscription fee for the unused portion of the subscription period. zOrder reserves the right to change the subscription fee and to charge for use of Services that are currently available free of charge. You will not be charged for using any Service unless you have opted for a paid subscription plan. Information on the subscription options and charges for all paid Services is available at website.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services without prior written permission; (iii) use the third-party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; or (v) use the Services for spamming and other illegal purposes.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libellous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Inactive User Accounts Policy

We reserve the right to terminate your account, if it is not logged-in for 15 days in trail period. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and backup of your data by email. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant zOrder the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for zOrder's commercial, marketing or any similar purpose. But you grant zOrder permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly

perform the content of your user account solely as required for the purpose of providing the Services to you.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that zOrder will have the right to block access to or remove such content made available by you, if zOrder receives complaints concerning any illegality or infringement of third-party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third-party rights in such content by the agent designated by zOrder for this purpose.

For procedure relating to complaints of illegality or infringement of third-party rights in content transmitted or published using the Services, [click here](#) (link to "Complaint Procedure").

If you wish to protest any blocking or removal of content by zOrder, you may do so in the manner provided [here](#) (link to "Counter Notice Procedure").

Sample files and Applications

zOrder may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. zOrder makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

Trademark

zOrder, zOrder logo, the names of individual Services and their logos are trademarks of zOrder Technologies Pvt. Ltd. You agree not to display or use, in any manner, the zOrder trademarks, without zOrder's prior permission.

Inactive Free Plan User Accounts Policy

zOrder reserve the right to terminate your account, if you have not logged in for 30 days continuously. In the event of such termination, your domain name will be removed and all data associated with your account will be deleted permanently. You also agree and acknowledge that zOrder has no obligation to retain your data after such termination.

As a free subscription user, you are responsible for regularly printing, downloading and/or exporting data to your personal data storage.

Trial Usage Policy

Your right to access or use your data immediately ceases post trial period. The data may be retained for another 30 days after your trial period expiry. Your domain name and all data associated with your account will be deleted permanently, if you have not upgraded to a paid account after the above-mentioned period. zOrder shall have no obligation to maintain any of your data after expiry of the trial period. It is your responsibility to ensure that any content or data which you require is backed-up while you have access rights during the trial period.

Data Retention Policy for Unpaid Accounts & Renewal

zOrder retains the right to terminate your account and access to services to prevent further use until payments for all charges on the account have been received. In the event of such termination, all data associated with such a user account will be kept in zOrder's servers for a period of 60 days from the date of expiry. You agree and acknowledge that zOrder has no obligation to retain your domain name and data afterwards, such data may be irretrievably deleted if you have not renewed your account within the above-mentioned period. zOrder reserves the right to impose a re-registration fee in the event your account is suspended and thereafter you may request a renewal of your account. Please take the steps to export your data to your local machine at regular intervals while you are having access rights.

Cancellation of Active Accounts

You may cancel your account only by sending a request to care@zorder.in. Cancellation requests become effective at the end of current billing period and you are not charged again. All of your data and content will be deleted from zOrder's systems immediately upon cancellation of your account. The data deleted once cannot be recovered. zOrder is not liable for any loss or damage following, or as a result of, cancellation of your account, and it is your responsibility to ensure that any content or data which you require is backed-up or replicated before cancellation.

Domain name creation and retention

zOrder reserves the right to assign the domain name based on a first-come-first-serve basis. Domain name once terminated or cancelled may not be available in the future. zOrder don't have any obligation to retain your domain name after your account has expired, terminated or cancelled.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. zOrder EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. zOrder MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM zOrder, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT zOrder SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF zOrder HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH zOrder RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL zOrder's ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

Indemnification

You agree to indemnify and hold harmless zOrder, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by zOrder.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the Indian Arbitration and Conciliation Rules 1996. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Delhi (India) and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, zOrder may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to accounts@zorder.in within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this agreement, please contact us at accounts@zorder.in

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End User License Agreement (EULA)

EULA (End User License Agreement) last updated on 21st Dec 2018.

This License Agreement details the policy for license of zOrder Technologies Pvt. Ltd. (hereinafter zOrder), zOrder range of products ("Licensed Software") on the following topics:

Evaluation License

Commercial License

zOrder Customer Care Services

please read the following license carefully, before either (i) completing the electronic order or download of the Licensed Software from an authorized website, or (ii) installing the Licensed Software from media that was delivered after being ordered by alternative order process, as applicable. You acknowledge that you have read this License Agreement, have understood it, and agree to be bound by its terms. If you do not agree to the terms and conditions of this Agreement, exit the web site page without continuing the ordering process and uninstall the software.

1. Evaluation License

zOrder grants to you a non-exclusive, non-transferable, Evaluation License for trial and evaluation of the Licensed Software, in binary object code form, for a period of thirty (30) days from the date of download or installation. This License begins upon downloading or installing the Licensed Software and ends thirty (30) days thereafter ("Evaluation Period"). If you are not willing to use the Licensed Software, after the Evaluation Period, delete all the copies installed in your computer with immediate effect. You are forbidden from using the Licensed Software for any other use or otherwise offering it for resale under the terms of this Section 1. zOrder retains all rights not specifically granted to you herein.

2. Commercial License

(a) First year Software License: As part of your choosing to license the Licensed Software, zOrder grants you a fee-bearing, non-exclusive, non-transferable, world-wide license to Use the Licensed Software for 1 year from the date of license activation, including user documentation that you have downloaded from or received on media provided by zOrder Technologies or its partners, including all updates provided through the annual license renewal, where applicable, provided that such access and Use of the Licensed Software is in accordance with the Node Locked License granted by zOrder. "Use" means storing, loading, installing, executing or displaying the Licensed Software. "Node Locked License" means that one copy of the Licensed Software can be installed only on one machine.

(b) Annual License Renewal (ALR): To continue using the Licensed Software beyond one year, you must renew your license every year at least 30 days before the expiry of the term. If otherwise, zOrder software will expire and late payment charges will apply in addition to renewal.

(c) Information We collect from you: As part of the installation, registration and software usage process zOrder will collect information like contact person, mobile number, mail address, business name & address. This information will be uploaded to zOrderCRM (Customer Relationship Management) to serve you better. You agree to provide true, accurate, current and complete information to help zOrder serve you better.

3. Third Party Products

The Licensed Software may contain software which originated with third party vendors and without limiting the general applicability of the other provisions of this Agreement, you agree that (a) the title to any third party software incorporated in the Licensed Software shall remain with the third party which supplied the same; and (b) you will not distribute any such third party software available with the Licensed Software, unless the license terms of such third party software provide otherwise.

4. Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not

- a. Install one copy of the Licensed Software on more than one computer;
- b. Remove any copyright, trademark or other proprietary notices from the Licensed Software or its copies;
- c. Make any copies except for one back-up or archival copy, for temporary emergency purpose;
- d. Rent, lease, license, sublicense or distribute the Licensed Software or any portions of it on a standalone basis or as part of your application;
- e. Modify or enhance the Licensed Software;
- f. Reverse engineer, decompile or disassemble the Licensed Software.
- g. Allow any third parties to access, use or support the Licensed Software.

5. zOrder Customer Care Services

zOrder provides support that includes response to tickets raised in zSupport app, requests from live chat from Licensed Software and from zSupport app, email support for problem reporting, remote support for problem resolution, product updates, and online access to product documentation, self-help videos & tutorials. To avail the zOrder Customer Care Services, Annual License Renewal (ALR) is mandatory. zOrder specifically excludes upgrades from the ALR program. Upgrade to the Licensed Software will be provided upon payment of an Upgrade License Fee in accordance with zOrder Technologies then current pricing policy.

6. Ownership and Intellectual Property

zOrder owns all right, title and interest in and to the Licensed Software. zOrder expressly reserves all rights not granted to you herein, notwithstanding the right to discontinue or not to release any Licensed Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or characteristics of the Licensed Software. The Licensed Software is only licensed and not sold to you by zOrder.

7. Audit

zOrder has the right to audit your Use of the Licensed Software by providing at least seven (7) days prior written notice of its intention to conduct such an audit at your facilities during normal business hours.

8. Confidentiality

The Licensed Software contains proprietary information of zOrder that are protected by the laws of India and you hereby agree to take all reasonable efforts to maintain the confidentiality of the Licensed Software. You agree to reasonably communicate the terms and conditions of this Agreement to those persons employed by you who come into contact with or access the Licensed Software, and to use reasonable efforts to ensure their compliance with such terms and conditions, including but not limited to, not knowingly permitting such persons to use any portion of the Licensed Software for a purpose that is not allowed under this Agreement.

9. Warranty Disclaimer

zOrder does not warrant that the Licensed Software will be error-free. Except as provided herein, the Licensed Software is furnished "as is" without warranty of any kind, including the warranties of merchantability and fitness for a particular purpose and without warranty as to the performance or results you may obtain by using the Licensed Software. You are solely responsible for determining the appropriateness of using the Licensed Software and assume all risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations. Because some jurisdictions do not allow for the exclusion or limitation of implied warranties, the above exclusions or limitations may not apply to you.

10. Limitation of Liability

In no event will zOrder be liable to you or any third party for any special, incidental, indirect, punitive or exemplary or consequential damages, or damages for loss of business, loss of profits, business interruption, or loss of business information arising out of the use or inability to use the program or for any claim by any other party even if zOrder has been advised of the possibility of such damages. zOrder entire liability with respect to its obligations under this agreement or otherwise with respect to the Licensed Software shall not exceed the amount of the named developer license fee paid by you for the Licensed Software. Because some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, the above exclusions or limitations may not apply to you.

11. Indemnification

zOrder agrees to indemnify and defend you from and against any and all claims, actions or proceedings, arising out of any claim that the Licensed Software infringes or violates any valid Indian patent, copyright or trade secret right of any third party; so long as you provide; (i) Prompt written notice to zOrder of such claim; (ii) Cooperate with zOrder in the defence

and/or settlement thereof, at zOrder expense; and, (iii) Allow zOrder to control the defence and all related settlement negotiations. The above is zOrder sole obligation to you and shall be your sole and exclusive remedy pursuant to this Agreement for intellectual property infringement. zOrder shall have no indemnity obligation for claims of infringement to the extent resulting or alleged to result from (i) Any combination, operation, or use of the Licensed software with any programs or equipment not supplied by zOrder; (ii) Any modification of the Licensed Software by a party other than zOrder; and (iii) Your failure, within a reasonable time frame, to implement any replacement or modification of Licensed Software provided by zOrder.

12. Termination

This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying or returning to zOrder all copies of the Licensed Software in your possession. Either party may terminate this Agreement upon breach by the other party of the terms of this Agreement, including but not limited to clauses 2a, 3, 4, 5, 6, 7, 8, 13 and 14 and the failure by the other party to cure such breach within 30 (thirty) days' written notice. Upon termination, you shall destroy or return to zOrder all copies of the Licensed Software and certify in writing that all know copies have been destroyed. All provisions relating to confidentiality, proprietary rights, non-disclosure, and limitation of liability shall survive the termination of this Agreement.

13. General

This Agreement shall be construed, interpreted and governed by the laws of India exclusive of its conflicts of law provisions. This Agreement constitutes the entire agreement between the parties, and supersedes all prior communications, understandings or agreements between the parties. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable, the remainder shall be interpreted so as to reasonable effect the intention of the parties. You shall not export the Licensed Software or your application containing the Licensed Software except in compliance with Indian export regulations and applicable laws and regulations.

14. Ownership

zOrder is allowed to print its product name in the invoice of the customers and other documents printed from zOrder applications. It will be in the format of "Powered by zOrderERP", along with the telephone number, email id and/or web address.

Privacy Policy

General

Our practice as regards use of your Personal Information is as set forth below in this Privacy Policy Statement. As a condition to use of zOrder Services, you consent to the terms of the Privacy Policy Statement as it may be updated from time to time. In the event of a material change, we shall notify you via email or by means of a prominent notice on the website.

Please direct all your inquiries pertaining to this Privacy Policy Statement or the service to us at the contact information below.

Mailing Address: 707-708, ITL Twin Towers B-09, Netaji Subhash Place, Pitampura, Delhi - 110034. We can be reached via care@zorder.in or you can reach zOrder Customer Support Services by telephone at +91 11 42725278.

Children's Online Privacy Protection

zOrder does not knowingly collect Personal Information from users who are under 13 years of age.

Demo Login

Since we understand that you may wish not to disclose your Personal Information for trying out our Services, we provide you the option of a Demo Login for some of the Services. The contents created by you using the Demo Login will be accessible to all persons using the Demo Login. Hence, we specifically request you not to store your personal and sensitive information, files and documents while using the Demo Login as doing so would make them publicly available to all users and consequently may result in your receipt of unsolicited messages. zOrder does not guarantee/ assure privacy of information posted in the Demo Login.

Information Recorded and Use

Personal Information

During the Registration Process for creating a user account, we request for your name, mobile number and email address. Your name, mobile number and email address will be used to inform you regarding new services, releases, upcoming events and changes in this Privacy Policy Statement. When you elect to sign up for a user account, you also have the option to create the user account using any of the trusted third-party user authentication services integrated with zOrder Services. In doing so, no Personal Information within your third-party email accounts is transferred to your user account without your explicit consent.

zOrder will have access to third party personal information provided by you as part of using zOrder Services. This information may include third party names, email addresses, phone numbers and physical addresses and will be used for servicing your requirements as expressed by you to zOrder and solely as part and parcel of your use of True Services. We do not share this third-party personal information with anyone for promotional purposes, nor do we utilize it for any purposes not expressly consented to by you. When you elect to refer friends to the website, we request their email address and name to facilitate the request and deliver this one-time email.

We post user testimonials on the website. These testimonials may include names and we acquire permission from our users prior to posting these on the website. zOrder is not responsible for the Personal Information users elect to post within their testimonials.

Usage Details

Your usage details such as time, frequency, duration and pattern of use, features used and the amount of storage used will be recorded by us in order to enhance your experience of the True services and to help us provide you the best possible service.

Contents of your User Account

We store and maintain the required master and transaction data and other data stored in your user account at our facilities in the hosted data centre. In order to prevent loss of data due to errors or system failures, we also keep backup copies of data including the contents of your user account. Hence your files and data may remain on our servers even after deletion or termination of your user account. We assure you that the contents of your user account will not be disclosed to anyone and will not be accessible even to employees of zOrder except in circumstances specifically mentioned in this Privacy Policy Statement and Terms of Services. We also do not process the contents of your user account for serving targeted advertisements.

Financial Information

In case of services requiring payment, we request credit card or other payment account information, which will be used solely for processing payments. Your financial information will not be stored by us except for the name and address of the card holder, the expiry date and the last four digits of the Credit Card number. Subject to your prior consent and where necessary for processing future payments, your financial information will be stored in encrypted form on secure servers of our reputed Payment Gateway Service Provider who is beholden to treating your Personal Information in accordance with this Privacy Policy Statement.

Visitor Details

We use the Internet Protocol address, browser type, browser language, referring URL, files accessed, errors generated, time zone, operating system and other visitor details collected in our log files to analyze the trends, administer the website, track visitor's movements and to improve our website.

Cookies

We use temporary and permanent cookies to enhance your experience of zOrder Services. Temporary cookies will be removed from your computer each time you close your browser. By selecting 'keep me signed-in' option in zOrder Services, a permanent cookie will be stored in your computer and you will not be required to sign-in by providing complete login information each time you return to our website. If you have turned cookies off, you may not be able to use registered areas of the website. We tie cookie information to your email address when you elect to remain logged in so as to maintain and recall your preferences within the website. We may from time to time employ the use of pixel tags on the website and in emails. Pixel tags such as web beacons are 1x1 images that are embedded onto a web page to document traffic and for website analytics without collecting any Personal Information.

We may from time to time employ the services of a third-party agent to analyze statistical and aggregate data about our website content and user base. This aggregated information is not personally identifiable and is employed in improving website functionality and offerings. To this end, these third parties may employ the use of cookies and, or pixel tags in providing their services. While these third-party cookies are not tied to your Personal Information, zOrder does not have access to these cookies nor are we responsible for them.

Links from our website

Some pages of our website contain external links. You are advised to verify the privacy practices of such other websites. We are not responsible for the manner of use or misuse of information made available by you at such other websites. We encourage you not to provide Personal Information, without assuring yourselves of the Privacy Policy Statement of other websites.

With whom we share Information

We may need to disclose Personal Information to our affiliates, service providers and business partners solely for the purpose of providing Services to you. In such cases zOrder will also ensure that such affiliates, service providers and business partners comply with this Privacy Policy Statement and adopt appropriate confidentiality and security measures. We will obtain your prior specific consent before we share or disclose your Personal Information to any person outside zOrder for any purpose that is not directly connected with providing Services to you. We may share generic aggregated demographic information not linked to any Personal Information regarding visitors and users with our business partners and advertisers. Please be aware that laws in various jurisdictions in which we operate may obligate us to disclose user information and the contents of your user account to the local law enforcement authorities under a legal process or an enforceable government request. In addition, we may also disclose Personal Information and contents of your user account to law enforcement authorities if such disclosure is determined to be necessary by zOrder in our sole and absolute discretion for protecting the safety of our users, employees, or the general public.

How secure is your Information

We adopt industry appropriate data collection, storage and processing practices and security measures, as well as physical security measures to protect against unauthorized access, alteration, disclosure or destruction of your Personal Information, username, password, transaction information and data stored in your user account. Access to your name and email address is restricted to our employees who need to know such information in connection with providing True Services to you and are bound by confidentiality obligations.

Your Choice in Information Use

You will be required to register for our Services by providing Personal Information. If you choose not to provide your Personal Information, we will be unable to provide you the Services. We also provide you with the option of opting out from receiving mail from us; however, you will not be able to receive email notifications of new services, releases, upcoming events and changes to the Privacy Policy Statement should you decide to opt-out of receiving all messages from zOrder. In the event we decide to use your Personal Information for any purpose other than as stated in this Privacy Policy Statement, we will offer you an effective way to opt out of the use of your Personal Information for

those other purposes. You may opt out of receiving newsletters and other secondary messages from zOrder by selecting the 'unsubscribe' function present in every message we send.

Accessing, Updating and Removing Personal Information

We provide users with access to their Personal Information. Users may correct, update or remove any such Personal Information either by accessing their user account or by contacting zOrder Customer Support Services. Such changes may take up to 48 hours to take effect. We respond to all enquiries within 30 days.

Investigation of Illegal Activity

We may need to provide access to your Personal Information and the contents of your user account to our employees and service providers for the purpose of investigating any suspected illegal activity or potential violation of the terms and conditions for use of True Services. However, zOrder will ensure that such access is in compliance with this Privacy Policy Statement and subject to appropriate confidentiality and security measures.

Enforcement of Privacy Policy

We make every effort, including periodic reviews to ensure that Personal Information provided by you is used in conformity with this Privacy Policy Statement. If you have any concerns regarding our adherence to this Privacy Policy Statement or the manner in which Personal Information is used for the purpose of providing True Services, kindly contact zOrder Customer Support Services at care@zorder.in. We will contact you to address your concerns and we will also co-operate with regulatory authorities in this regard if needed.

Notification of Changes

Any changes to the Privacy Policy Statement will be posted on our website in order to keep you informed of any changes in nature of information collected, manner of collection, use and sharing of information. If at any point we decide to use Personal Information in a manner different from that stated at the time it was collected, we will notify you by email and provide you with the ability to opt out of these new uses unless you have opted out from receiving all email notifications from us. You will not receive email notification of minor changes to the Privacy Policy Statement. If you are concerned about how your Personal Information is used, you should check back at periodically.

Blogs and Forums

We provide the capacity for users to post information in blogs and forums for sharing information in a public space on the website. This information is publicly available to all users of these forums and visitors to zOrder. We require registration to publish information, but given the public nature of both platforms, any Personal Information disclosed within these forums may be used to contact users with unsolicited messages. We encourage users to be cautious in disclosure of Personal Information in public forums as zOrder is not responsible for the Personal Information users elect to disclose.

zOrder also supports third party widgets on the website that allow users to share articles and other information on different platforms. These widgets do not collect or store any Personal Information from users on the website and simply act as a bridge for your convenience in sharing information.

Call log

To provide better service to customers for which they have engaged zOrder, the App logs the user's call log information, the main purpose being better experience to customers and serving them on priority.

End of Privacy Policy

If you have any questions or concerns regarding this Privacy Policy Statement, please contact us at accounts@zorder.in. We shall respond to all inquiries within 30 days of receipt upon ascertaining your identity.

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Complaint and Counter Notice Procedure

Complaint Procedure

If you believe that content on any of the zOrder services has violated your copyright or other intellectual property right, please write to our Designated Agent providing the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property right alleged to be infringed
- b. A description of the copyrighted work or other intellectual property that you claim to have been infringed
- c. identification of the material that you claim to be infringing including information regarding its location that would enable it to be located and if possible, the URL of such infringing material
- d. information that would enable us to contact you, such as your address, telephone number, and email address (if available)
- e. a statement by you to the effect that you believe in good faith that the use of the infringing material in the manner complained of is not authorized by the copyright or intellectual property owner, its agent, or the law
- f. a statement by you, under penalty of perjury, that the above information contained in your communication is accurate and that you are authorized to act on behalf of the owner of copyright or other intellectual property right
- g. Your notice with the above information to be effective should be sent to our Designated Agent for notice of claims of infringement of copyright and intellectual property rights at the following address

Designated Agent (IPR complaints)

c/o zOrder Technologies Pvt. Ltd.

1406, R.G. Trade Tower B-08,

Netaji Subhash Place,

Pitampura,

Delhi – 110034

Email: accounts@zorder.in

Please take note that if you knowingly misrepresent that any material or activity is infringing, you may be subject to liability under Section Relevant Provisions of the Copyright Act and other applicable civil and criminal laws.

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Counter-notice Procedure

If you are a subscriber and you feel that material posted by you on any of the zOrder services has been wrongly removed, please write to our Designated Agent providing the following information:

your physical or electronic signature

identification of material posted by you that has been removed, or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled

a statement by you, under penalty of perjury that you believe in good faith that the material was removed or disabled as a result of mistake or wrong identification of the material to be removed or disabled

your name, address, email and telephone number, and a statement to the effect that you consent to the jurisdiction of Chennai Court

Your counter-notice with the above information to be effective should be sent to our Designated Agent for notice of claims of infringement of copyright and intellectual property rights at the following address

Designated Agent (IPR complaints)

c/o zOrder Technologies Pvt. Ltd.

1406, R.G. Tower B-08,

Netaji Subhash Place,

Pitampura,

Delhi – 110034

Email: accounts@zorder.in

Please take note that if you knowingly misrepresent that material was removed or activity was disabled as a result of mistake or wrong identification, you may be subject to liability under Section 512(f) of the Copyright Acts. Also, kindly note that we have a policy of terminating the accounts of subscribers who repeatedly infringe copyright or other third party rights.

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