

# Terms & Conditions

These Terms and Conditions ("Agreement") govern your use of the Cynotics app, provided by Betinal Private Limited ("Provider"). By accessing or using the Cynotics app, you agree to be bound by this Agreement. If you do not agree with these terms, please refrain from using the app.

## **Account Creation and Usage:**

**1.1 Account Registration:** In order to use certain features of the app, you may be required to create an account. You agree to provide accurate and complete information during the registration process. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

**1.2 User Responsibilities:** You agree to use the app in compliance with all applicable laws, regulations, and these Terms. You are responsible for ensuring that your use of the app does not infringe upon the rights of others or violate any intellectual property, privacy, or other rights.

**1.3 Age Restriction:** The app is intended for use by individuals who are at least 13 years old. If you are under the age of 13, you may only use the app with the consent and supervision of a parent or legal guardian.

## **Intellectual Property:**

Cynotics is a trademark owned by Betinal Private Limited. The Cynotics name and logo are protected by copyright and intellectual property laws.

**2.1 Ownership:** The app and all its content, including but not limited to text, graphics, images, logos, and software, are the property of the Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws.

**2.2 Limited Licence:** Subject to your compliance with these Terms, the Provider grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the app for personal and non-commercial purposes. You may not copy, modify, distribute, sell, or lease any part of the app without the Provider's prior written consent.

## **App Content and Experiments:**

**3.1 App Content:** The app may include experiments, educational materials, and other content provided by the Provider. The content is for informational and educational purposes only and should not be considered as professional advice. The Provider does not guarantee the accuracy, completeness, or reliability of the content.

**3.2 Industrial Applications:** The Provider strives to provide information about the industrial applications of the experiments. However, the Provider does not guarantee the availability or accuracy of such information and does not endorse or recommend any specific industrial applications.

## **User-Generated Content:**

**4.1 Submission of Content:** The app may allow you to submit content, including experiment readings and feedback. By submitting content, you grant the Provider a non-exclusive,

worldwide, royalty-free licence to use, reproduce, modify, adapt, publish, and distribute the content for the purpose of providing and improving the app.

**4.2 Responsibility for Content:** You are solely responsible for the content you submit. You agree not to submit any content that is unlawful, infringing, defamatory, obscene, or otherwise objectionable. The Provider reserves the right to remove or modify any content that violates these Terms or is deemed inappropriate.

### **Privacy:**

**5.1 Data Collection:** The collection and use of personal information through the app are governed by our Privacy Policy. By using the app, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy.

**5.2 Third-Party Services:** The app may integrate with third-party services or contain links to third-party websites. These third-party services are not under the control of the Provider, and your use of such services is subject to their respective terms and policies. The Provider is not responsible for the content, privacy practices, or actions of third-party services.

### **Limitation of Liability:**

**6.1 Disclaimer of Warranties:** The app is provided on an "as is" and "as available" basis without any warranties or representations, express or implied. The Provider disclaims all warranties, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

**6.2 Limitation of Liability:** To the maximum extent permitted by applicable law, the Provider shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with your use of the app, even if advised of the possibility of such damages. This includes, but is not limited to, damages for loss of profits, data, or other intangible losses.

**6.3 Indemnification:** You agree to indemnify and hold the Provider and its affiliates, officers, directors, employees, and agents harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the app, your violation of these Terms, or your violation of any rights of another party.

### **Termination:**

**7.1 Termination by User:** You may terminate your use of the app at any time by ceasing to access or use the app.

**7.2 Termination by Provider:** The Provider may, at its sole discretion, terminate or suspend your access to the app without prior notice and for any reason, including but not limited to a violation of these Terms or for maintenance or security reasons.

### **Modifications to the App and Terms:**

**8.1 App Updates:** The Provider reserves the right to modify, update, or discontinue the app, or any part thereof, at any time without prior notice.

**8.2 Changes to Terms:** The Provider may revise these Terms at any time by posting the updated version on the app. Your continued use of the app after the posting of updates constitutes your acceptance of the revised Terms.

**General Provisions:**

**9.1 Entire Agreement:** These Terms constitute the entire agreement between you and the Provider regarding the use of the app and supersede any prior agreements or understandings.

**9.2 Governing Law and Jurisdiction:** These Terms shall be governed by and construed in accordance with the laws of [India/Maharashtra]. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of [India/Maharashtra].

**9.3 Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**9.4 Waiver:** The failure of the Provider to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

By using the Cynotics app, you agree to abide by these Terms and Conditions. If you have any questions or concerns regarding these Terms, please contact us using the information provided in the app.