

Toptime - Website Terms of Use

Access to and use of the www.toptimenet.com website (hereinafter the "Toptime Website") and the information, materials, products and services available through the Toptime Website are subject to these terms of use (the "Website Terms of Use").

These Website Terms of Use shall be applicable to anyone who accesses or uses services of this website and are in addition to the Associate Contract, Associate Rules of Conduct, Franchisee Agreements or any other contract/agreement entered into with Toptime Network Private Limited as maybe applicable individually/collectively.

The Website Terms of Use and the content on the website may be updated from time to time. Updated versions will be posted on the Toptime Website and are effective immediately. When using the Toptime Website you should regularly verify whether the Website Terms of Use have been updated or amended.

The Toptime Website provides information related to Toptime, its Business, products and services. It is intended only for use from and in the Republic of India (India) and is based on the laws of India. Toptime disclaims any liability and responsibility for use of the Toptime Website from other countries.

1. Password Protected Parts of the Toptime Website

The password-protected parts of the Toptime Website are intended exclusively for Associates and Franchisee in India. If you do not already know an Associate and wish to contact one, please Contact us through website, www.toptimenet.com.

Please note: Passwords should not be given to third parties and must be protected from unauthorized access. If you become aware of any unauthorized use of your password, you should notify Toptime immediately. Toptime disclaims any liability and responsibility for damage caused as a result of improper use of passwords.

2. Toptime's Privacy Statement and Policies

All personal data provided to Toptime while using the Toptime Website will be handled in accordance with the Website Privacy Notice. If you register or log in as an Associate or as a Franchisee, this Privacy Policy for IBDs and Franchisees applies in addition to Contract and Rules of Conduct.

All information provided to Toptime during the use of the Toptime Website must be correct, complete, and up to date. If we have reason to believe that incorrect, incomplete or outdated information has been provided, access to the Toptime Website may be limited or blocked.

3. Copyright and Use of Toptime Website Materials

The Toptime Website and materials made available on the Toptime Website are protected by intellectual property rights, including copyrights, trade names and trademarks, including the name "Toptime" and the Toptime logo, and are owned by Toptime or used by Toptime under a license or with permission from the owner of such rights. Materials protected by such intellectual property rights include the design, layout, look, appearance, graphics, photos, images, articles, stories and other materials available on the Toptime Website (collectively, "Website Materials").

Website Materials may only be reproduced, distributed, published or otherwise publicly presented based on a prior written consent by Toptime. As an exception to this rule, Toptime grants Associates a limited, non-exclusive, revocable license to use Website Materials solely for the purposes of operating their IB business by downloading, storing, printing, copying, sharing and displaying Website Materials, provided that the Material is unaltered and the source of information is quoted in case any Website Materials are disclosed to third parties. Should you have additional questions on the use of the Website Materials, please contact us through the Contact Form.

The right to use the password-protected parts of the Toptime Website as an Associate or a Franchisee ends on termination of the Associate Contract or of the Franchisee Agreement without the need for any further actions by Toptime. In the event of termination thereof, the Associate or Franchisee must delete or destroy all stored, printed or copied materials, unless they must be retained to comply with legal requirements.

4. Links to Other Websites

We may link to other websites which are not within our control. We are not responsible or liable for the information or materials made available by such third party websites. We encourage you to read the terms of use and privacy statements of all third party websites before using such websites or submitting any personal data or any other information on or through such websites.

5. Links from Other Websites to the Toptime Website

Inserting links from a third-party website to www.toptimenet.com requires prior written consent from Toptime. If you would like to link from other websites, please contact us through the Contact Form.

6. Limitation of Liability, Disclaimer of Warranties and Indemnification

To the extent permitted by applicable law, neither Toptime nor its affiliates shall be liable for any direct, indirect, consequential or other damages whatsoever, including but not limited to property damage, loss of use, loss of business, economic loss, loss

of data or loss of profits, arising out of or in connection with your use or access to, or inability to use or access the Toptime Website or its content.

Toptime will use reasonable efforts to ensure that the information and materials provided on this Website are correct. However, Toptime cannot guarantee the accuracy of all information and materials and does not assume any responsibility or liability for the accuracy, completeness or authenticity of any information and materials contained on this Website. We do not warrant that the operation of this Website will be uninterrupted or error-free, or that this Website is free from viruses or other components that may be harmful to equipment or software. Toptime does not guarantee that the Toptime Website will be compatible with the equipment and software which you may use and does not guarantee that the Toptime Website will be available all the time or at any specific time.

You agree to indemnify, defend and hold Toptime and its affiliates harmless from any liability or loss, related to either your violation of these Website Terms of Use or your use of the Toptime Website.

7. Restricting or Blocking Access to the Toptime Website for Violations of the Website Terms of Use

In case of a violation of these Website Terms of Use, particularly in case of use of the Toptime Website or individual elements of the Toptime Website for other than its intended use, access to the Toptime Website may be restricted or blocked.

Toptime generally reserves the right to partially or entirely alter, block, or discontinue the Toptime Website or its content at any time and for any reason.

8. Severability Clause

Should one of the provisions of these Website Terms of Use be invalid or declared invalid by a court, this will not affect the validity of the remaining terms.

9. Choice of law, Jurisdiction and Venue

The use of the Toptime Website and these Website Terms of Use are governed by the laws of the Republic of India. The courts of Mumbai have exclusive jurisdiction and venue for any disputes arising from or in connection with the use of the Toptime Website or these Website Terms of Use.