

## GENERAL

In terms of Information Technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.

This document is published in accordance with the provisions of Information Technology regulations that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of:

The IOS/ Android application Infocus (hereinafter referred to as “Application”, “App” or “Infocus App”) and the website [www.Infocus.in](http://www.Infocus.in) (“Website”), owned by Contera Engineering Private Ltd., a private limited company incorporated under the Companies Act 2013, having its registered office at 603-H Tower, Kunj Plaza, Palace Road, Vadodara, Gujarat-390001, represented by its members, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns;

For the purpose of these Terms of Use, along with any amendments to the same, and wherever the context so requires “You” or “User” shall mean any natural or legal person who has agreed to become a user of the Application by installing the Application.

The Application also provides certain services without registration/ acceptance, and such provision of services does not absolve You of this contractual relationship. The term “We”, “Us”, “Our” shall mean Contera Engineering Private Ltd. or Company. “Product” shall mean the devices which are sold by the Company. “Instrument” shall mean the instrument developed by Contera Engineering Private Ltd which shall actuate Electrical Appliances in the Home of the User and shall be controlled by the Application. “Electrical Appliances” shall mean all the electronics in the House which the Instrument shall connect to Infocus. “Agreement” shall mean and refer to this Terms of Service, including any amendments that may be incorporated into it. “Third Party” shall mean and refer to any individual(s), company or entity apart from the User and Contera Engineering Private Ltd.

The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.

By using the Website/Application, You accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms, and conditions applicable to any service that is provided by this

Application, that shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use.

Your use of Our Application is evidence that You have read and agreed to be contractually bound by these Terms of Service and our Privacy Policy. Please read both carefully. The use of this Application by You is governed by this policy and any policy so mentioned by terms of reference.

If you do not agree with any of these terms, please discontinue using the Application. We hold the sole right to modify the Terms of Service without prior permission from You or providing notice to You. The relationship creates on You a duty to periodically check the Terms of Service and stay updated on its requirements. If You continue to use the Application or avail any of its services without registration following such change, this is deemed as consent by You to the so amended policies. Your continued use of the Application is conditioned upon your compliance with the Terms of Service, including but not limited to compliance with the Terms of Service even after alterations, if any.

## SERVICES

The Application acts as an interface between you and your home, giving you full control of every Electronic Appliance in your house from anywhere. It gives you detailed information about Your energy usage, and how you can save on it. It also informs You in cases of emergency or when some automated event is about to take place.

The User can access and use the Services offered by the Website/Application by

1. using the Web Apps in connection with, and solely for the purpose of, controlling and monitoring the Products installed in Your home or otherwise accessing a service explicitly provided by Contera for your use (the “Permitted Purpose”), and
2. installing and using the Mobile Apps solely on Your own handheld mobile Device (e.g., iPhone, iPad, or Android smartphone) and solely for the Permitted Purpose, and
3. if separately authorized, access the Services through an authorized Infocus account and the interface provided by the Company.

The app interacts via internet / or local Wi-Fi connection of your house with your Infocus unit giving it proper instructions, and relaying useful data collected from the Infocus units back to the user.

## REGISTRATION

Registration for this Website/ Application is available only to those above the age of 18, barring those “Incompetent to Contract” which inter alia include insolvents. If You are a

minor and wish to use the Application, You may do so through Your legal guardian and Contera Engineering Private Ltd. reserves the right to terminate Your account on knowledge of You being a minor and having registered on the Application or availing any of its services.

Further, at any time during Your use of this Application, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your username and password, and any activity under the account shall be deemed to have been done by You. In the case that You provide Us with false and/or inaccurate details or Contera has reason to believe You have done so, We hold the right to permanently suspend Your account.

### **INFORMATION COLLECTED**

Contera shall from time to time collect certain information from Users of the Products and Services, including any Content or User Submissions. Such information shall include email-id and name of the User, type, brand, model and number of Electronic appliances in the house, electricity provider (utility), Bill cycle (start date of bill calculation and number of months), type of rooms in which the Product is installed, brand of the Electrical appliances, models and IR commands of remotes.

The Application shall also collect and store the Preferences of the User including but not limited to favourite temperature and other device preferences, information of activity during different times such as sleeping, Instantaneous Power, Average power Voltage, current and Power factor and whether or not the Electrical appliances are on or off.

### **COMMUNICATIONS:**

By using this Application, it is deemed that You have consented to receiving telephonic calls, SMSs and/or emails from Us at any time We deem fit. Such communications shall be sent to You on the telephone number and/or email id provided by You for the use of this Application which are subject to our Privacy Policy. These communications include, but are not limited to contacting you through information received from Third Parties. Such communications by Us is for purposes that inter alia include clarification calls, marketing calls and promotional calls. In case You wish to stop receiving notifications from Us with regard to marketing and promotional calls/ with regard to any communication received from Us, You may email Us at [info@Infocus.in](mailto:info@Infocus.in).

You may also be contacted by Service Providers with whom We have entered into a contract in furtherance of our rights, duties and obligations under this document and other policies followed by Us and with whom you have become friends with from the Website/Application. Such contact shall be made only in pursuance of such objectives, and no other calls shall be made.

In addition, You may also be contacted by Third Parties who may have access to the information disclosed by You or to whom We may have disclosed Your information for purposes such as, but not limited to, statistical compilations.

The sharing of the information provided by You shall be governed by the Privacy Policy.

## **CHARGES**

The downloading and installing of this Application is free of cost when You have Purchased the Instrument. However, We reserve the right to amend this no-fee policy and charge Users for downloading and installing the Application. In the event of such change in policy, Users shall be intimated of the same via email/ telephone and such change shall be effective as soon as Users have been intimated. Subsequent to such change, it is the choice of the User whether or not to continue with the services offered by Us.

## **TAXES**

The User takes full responsibility for payment of all taxes and fees that are levied or arise in the course of use of the Application, including but not limited to downloading and installation of the Application by the User.

## **USER'S OBLIGATIONS**

The User undertakes to fulfil the following obligations. Failure to satisfy any of these obligations gives Us the right to permanently suspend Your account and/or claim damages for any losses that accrue to Us or additional costs that may be imposed on us.

- You hereby certify that you are at least 18 years of age.
- You agree to ensure the email address provided in your account registration is valid at all times and shall keep your contact information accurate and up-to-date.
- You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Application, including, without limitation to, any usage rules set forth in this Agreement.
- You acknowledge and agree that the Products and Services, whether standing alone or when interfaced with third-party products or services are not certified for emergency response. makes no warranty or representation that use of the Products or Services with any third-party product or service will affect or increase any level of safety.

You undertake not to:

- Cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Application. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Application is not permitted. Should You want to engage in one or more such actions, prior permission from Us must be obtained;
- access (or attempt to access) the Application and/or the materials or Services by any means other than through the interface that is provided by the Application. The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Application, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Application is prohibited. You acknowledge and agree that by accessing or using the Application or Services, You may be exposed to content from other Users or Third Parties that You may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Application. Further, You may report such offensive content;
- use the Application in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Company's services; (ii) any other party's use and enjoyment of company's services; or (iii) the services and products of any Third Party (including, without limitation to, the Authorized Device);
- use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft;
- abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- engage in any activity that interferes with or disrupts access to the Application or the Services (or the servers and networks which are connected to the Application);
- upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Application or another's mobile phone;
- probe, scan or test the vulnerability of the Application or any network connected to the Application, nor breach the security or authentication measures on the Application or any network connected to the Application. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Application, or exploit the Application or Service or information made available or offered by or through the Application, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Application;
- disrupt or interfere with the security of, or otherwise cause harm to, the Application, systems resources, servers or networks connected to or accessible through the Application or any affiliated or linked applications;
- use the Application or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal

activity or other activity which infringes the rights of this Application or other Third Parties;

- violate any applicable laws or regulations for the time being in force within or outside your home country;
- violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- threaten the unity, integrity, defence, security or sovereignty of your home country, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- disseminate information through the Application that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force in or outside your home country.

## UPDATES

From time to time, the Application may automatically check the version of the Application installed on the Authorised Device and, if applicable, provide updates for the Application (hereinafter referred to as “Updates”). Updates may contain, without limitation to, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Application. By installing the Application, You authorise the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Application and Updates shall be governed by this Agreement (as amended by any terms and conditions that may be provided with Updates).

## ACTIONS UNDERTAKEN BY THE APPLICATION ON YOUR DEVICE:

Upon download and installation of the Application, You grant the following permissions to the Company to perform the following actions on the device You have installed the Application in.

- To read from, write on, modify and delete data pertaining to the Application on the device’s hard disk and/or external storage;
- To access information about networks, access networks including Wi-Fi networks, receive and send data through the network;
- To determine Your approximate location from sources like, but not limited to mobile towers and connected Wi-Fi networks;
- To determine Your exact location from sources such as, but not limited to GPS;
- To access the model number, IMEI number and details about the operating system of the device the Application has been installed on, as well as the phone number of the device;
- To retrieve information about other application running on the device the Application has been installed on and open them;
- To detect when the phone had been switched off and switched on for the purpose of sending notification/ push notifications;
- To access and change the display and sound settings of the device the Application has been installed in.

## COPYRIGHT

All information, content, services and software displayed on, transmitted through, or used in connection with the Application, including for example news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the “Content”), as well as its selection and arrangement, is owned by Us. You may use the Content only through the Application, and solely for your personal, non-commercial use. You may not, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other Products or processes accessible through the Application, not to insert any code or Product or manipulate the content of the Application in any way that affects the user’s experience, and not to use any data mining, data gathering or extraction method.

## GEOGRAPHICAL EXTENT

The Application can be used worldwide. We make no representation that materials or Content available through our Application is appropriate or available for use in all countries.

If You access or use the Application from any country, You are solely responsible for compliance with necessary laws and regulations for use of the Application.

## COPYRIGHT COMPLAINTS

We respect the intellectual property of others. If You believe Your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Application, please contact Us at [info@Infocus.in](mailto:info@Infocus.in)

Information and Content provided by the User by providing information to, communicating with, and/or placing material on, the Application, including for example but not limited to, communication during any registration and communication on the bulletin board, message or chat area, You represent and warrant:

1. You own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in this Terms of Service;
2. all information You provide is true, accurate, current and complete, and does not violate these Terms of Service; and,

3. the information and Content shall not cause injury to any person or entity. Using a name other than your own legal name is prohibited (except in those specific areas of the Application that specifically ask for unique, fictitious names such as, inter alia certain message boards and chat rooms).

For all such information and material, you grant us, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorise us to share the information across all our affiliated Applications, to include the information in a searchable format accessible by users of the Application and other affiliated Applications, and to use your name and any other information in connection with its use of the material you provide. You also grant the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

## AMENDMENT

We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for You or for all Users at any time and in Our sole discretion. These changes shall become effective upon providing a notice of the same to You via email/ the home screen of the Application/ Website. We further reserve the right to withhold, remove and or discard any content available as part of Your account, with or without notice, if deemed by Us to be contrary to this Agreement.

Contera has no obligation to provide You with a copy of the information You or any other User provides on the Application or that the Application has accessed.

Further, We reserve the right, in Our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of giving Users notice of the same. Notice shall be provided of such change via email to the Users and/ or by posting a notice on the home screen of the Application.

You and We both understand that there may be instances of difficulty in accessing or receiving email communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given us an incorrect email id or if for any other reason You do not receive the email notice. Therefore, we encourage you to frequently open the Application to monitor any



changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/ or features through the Application. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **INDEMNITY**

You agree to indemnify, hold harmless, and defend Us from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made Us in connection with any claim arising from or related to:

Your use or any Third Party's use via Your account of the Service provided by the Application and its Content; Your disclosure of information to any Third Party, either through the Application or otherwise. (Please refer to our Privacy Policy for more details in this regard);

Any breach or violation of this Agreement, including any amendment, or of any statute or regulation by You, or any Third Party through Your account.

You agree to fully cooperate in indemnifying Us at Your expense. You also agree not to reach a settlement with any party without Our consent.

In no event shall the Company be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Company had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the User's use of or access to the Website/ Application and/or the Products or materials contained therein.

The limitations and exclusions in this section apply to the maximum extent permitted by applicable law, and the Parties expressly agree that in the event of any statute, rule, regulation or amendment coming into force that would result in the Company incurring any form of liability whatsoever, these Terms and the Policy will stand terminated one (1) day before the coming into effect of such statute, rule, regulation or amendment. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

## **DISCLAIMER OF WARRANTIES AND LIABILITIES**

Except as otherwise expressly stated on the Website/Application, all Products and Services Site offered on the Website/Application are offered on an "as

is” basis without any warranty whatsoever, either express or implied. All commercial/contractual terms are offered by and agreed to between User and Company alone. The commercial/contractual terms include but are limited to date, period, warranties related to Products and after sales services related to Products.

The Company/Website Application does not make any representation or Warranty as to specifics (such as quality, value, scalability, etc.) of the Products purchased from the Company. The Website/Application does not implicitly or explicitly support or endorse the sale or purchase of any Products on the Website /Application.

The company makes no warranty or representation that use of the Products or Services with any third-party Product or Service will affect or increase any level of safety.

The Website/Application and the Company accepts no liability for any errors or omissions, whether on behalf of itself or third parties, or for any damage caused to the User, the User’s belongings, or any third party, resulting from the use or misuse of any Product purchased or service availed of by the User from the Website/ Application.

The Website/Application does not guarantee that the functions and Services contained in the Website/Application will be uninterrupted or error-free, or that the Website/Application or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User’s use of the Website/Application.

It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

The User agrees and undertakes that he/she is accessing the Website/ Application and transacting at his/her sole risk and that he/she is using his/her best and prudent judgment before accessing/using any information displayed thereon.

## **FORCE MAJEURE**

The Company, Website or the Application shall not be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorised.

## **PRIVACY**

We encourage you to read the Privacy Policy, and to use the information it contains to make informed decisions regarding Your personal information. Please also note that certain information, statements, data and content (such as but not limited to photographs) which You provide on the Application are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge and agree that your submission of such information is voluntary on Your part. Further, You acknowledge, consent and agree that we may access, preserve, and disclose information You provide to Us at any stage during Your use of the Application. Disclosures of information to Third Parties are further addressed in Our Privacy Policy.

### **MISCELLANEOUS PROVISIONS:**

**Entire Agreement:** This Agreement is the complete and exclusive statement of the agreements between You and Us with respect to the subject matter hereof and supersedes all other communications or representations or agreements (whether oral, written or otherwise) relating thereto.

**Severability:** If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.

**Waiver:** The failure of either party at any time to require performance of any provision of this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.