

DigiCoffer, Inc.

Terms and Conditions

Welcome to the web sites (<https://digicoffer.com>, <https://auditor.com>, <https://vitagist.com>, <https://regswatch.com>, <https://contentcoffer.com>, <https://cofferconnect.com>) including web applications in the above domains and/or Mobile Applications for android or iOS with names Lauditor, VitaGist, ContentCoffer, RegsWatch and CofferConnect (the “**Website**”). This Website is operated by DigiCoffer, Inc., a company registered in the state of Missouri United States (herein after referred to as the “Company”, “we”, “us”, and “our”, which expression would mean and include its officers, successors and permitted assigns). These Terms of Use (“Terms”) are published in accordance with the provisions of the Applicable Laws and the rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use on an online portal by the Company. We request you to go through the Privacy Policy and these Terms carefully before you decide to access this Website. These Terms form a legally binding agreement between the Company and you.

1. Applicability of Terms

- i. By accessing or using the Website, whether automated or otherwise, you agree to be bound by these Terms for availing our services. In these Terms, references to "you", "user" shall mean the end user/customer accessing the Website, its contents, using the services offered on the Website.
- ii. By availing our services, you also accept and agree to be bound by the Company’s policies including but not limited to Privacy Policy available at <https://digicoffer.com> as amended from time to time. If you do not want to be bound by the Terms, you may not subscribe to or use our services. We encourage our users to read these Terms carefully while using the Website.

2. Product and Services:

- i. This Website contains VitaGist, Lauditor, ContentCoffer, RegsWatch and CofferConnect products. VitaGist provides individuals with features to manage their digital information including health information, legal/credential documents and share them securely with the entities they have business/professional relationship. Lauditor is a practice management solution for law and audit/accounting professional. CofferConnect is the secure document sharing and digital interaction product that enables users of Lauditor to digitally serve their clients. ContentCoffer is a document management solution

3. **User Account and Login:** If you use products of the Website, you shall be responsible for maintaining the confidentiality of your display name and password and you shall be responsible for all activities that occur under your display name and password. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete, we shall have the right to indefinitely suspend or terminate or block access to products of the Website.

4. Conditions for use:

- i. You will use the Website for lawful purposes only and comply with all applicable laws and regulations while using the Website.

- ii. You will provide true, accurate, complete and current information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation, your details are found not to be true (wholly or partly), we have the right in our sole discretion to reject the registration and debar you from using the Website and / or other affiliated websites without prior intimation whatsoever.
- iii. You may not use the Website for any of the following purposes:
 - a. disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable.
 - b. transmitting material that encourages conduct that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice or constitutes a criminal offence.
 - c. gaining unauthorized access to other computer systems.
 - d. interfering with any other person's use or enjoyment of the Website.
 - e. breaching any applicable laws.
 - f. interfering or disrupting networks or web sites connected to the Website.
 - g. making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner including design details and colors.

5. **Third Party Websites:** The Website includes links to other websites whose terms and privacy practices may differ from those of the Company. The inclusion of a link does not imply any endorsement by the Company of the third-party website, the website's provider, or the information on the third-party website. If the users' access or submit personal information to any of those websites, such access and information will be governed by the terms of use and privacy policies of such third-party websites and the Company disclaims all responsibility or liability with respect to the terms, policies or the websites. The users are encouraged to carefully read the terms and privacy policy of any website that they visit.

6. **Intellectual Property Right:**

- i. The Company is the sole owner or lawful licensee of all the rights of the Website and its content. For the purpose of this clause, the content on the Website includes its design, layout, text, images, graphics, sound, video, etc. as well as non-superficially visual functional elements. The title, ownership and intellectual property rights in the Website and its content shall remain with us, its affiliates or licensors of the content, as the case may be.
- ii. Trademark: Digicoffer and related icons and logos are registered or registration has been applied for by the Company in various jurisdictions and the same is protected under applicable trademark and other intellectual property laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited and shall be subject to appropriate legal proceedings against the unauthorized user.
- iii. Copyright: All content on the Website is the copyright of the Company except the third-party content and links to third party websites on the Website, if any.

7. Indemnity:

You hereby agree to indemnify, defend and hold the Company, the Company's agents, affiliates, representatives, authorized users, employees and assigns harmless from and against any and all losses, damages, liabilities and costs arising from your use of the Website or the Services and / or the violation of the Agreement by you.

8. Termination:

You understand and agree that we reserve the right to terminate your registration and / or terminate your right to use the Website for any reason whatsoever, including without limitation, any act or omission in contravention of the Privacy Policy or of these Terms. You further understand and agree that any such termination may be effected without prior notice to you and you acknowledge and agree that we may delete or deactivate your account immediately upon detecting any such reason, including without limitation, the contravention of the Privacy Policy or of these Terms.

9. Limitation of Liability:

In no event shall the Company be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:

- i. the use or the inability to use the services or products on the Website;
- ii. unauthorized access to or alteration of the user's transmissions or data; and
- iii. any other matter relating to the services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or service. The Company shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website. The users understand and agree that any material and/or data downloaded at the Website is done entirely at users' own discretion and risk and they will be solely responsible for any damage to their mobile or loss of data that results from the download of such material and/or data. Our liability shall be limited to an amount equivalent to the value of products purchased on the Website.

10. Survival:

Provisions of limitation of liability, indemnity, intellectual property rights and conditions of use shall survive any termination.

11. Complaints

We reserve the rights to remove or deactivate your account if reported or informed by any other user of the Website or otherwise, for posting inappropriate messages or information through the Website. If you have questions or concerns or grievances regarding these Terms or any other user, you can contact us as per these Terms, or wish to make a complaint, please contact us at support@digicoffer.com

12. Waiver

No term of these Terms shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Company. Any consent by the Company to, or waiver of a breach by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Amendments

We reserve the right to make changes to our Website, policies, and these Terms at any time. You will be subject to the Terms in force at the time that you use the website or at the time you place orders on our Website, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions are deemed invalid, void, or for any reason unenforceable, such condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

14. Applicable Law

These Terms shall be governed by the laws of state of Missouri, United States of America. Any dispute, claim or controversy arising out of, or relating to the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms, or to your use of the Website or the service or information to which it gives access, shall be determined by arbitration in the courts St Louis county of state of Missouri, USA.

15. Severability

If any provision of these Terms is held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms and the remainder of these Terms shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event these Terms shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

16. Complete Understanding

These Terms contain the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of these Terms other than those contained or referenced in these Terms.

17. Data Protection/Grievance Officer

In accordance with the Applicable Laws and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: B.K. Panduranga

Contact email: grievance@digicoffer.com