

Terms of Use

TERMS OF USE FOR RYOKING DEVICE AND RYOKING SOFTWARE

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IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THE RYOKING DEVICE OR RYOKING SOFTWARE OR PURCHASING RYOKING DEVICE FROM RYOKING WEBSITE (www.ryoking.com) OR ANY AUTHORIZED DISTRIBUTOR OF RYOKING.

1. LICENSE

By installing and/or using Ryoking GPS Device ("Ryoking Device") in your vehicle or registering or Signing into Ryoking Mobile App or Ryoking Web App ("Ryoking Software") or purchasing Ryoking Device from Ryoking website (<https://www.Ryoking.com>) or from any authorized distributor (online or offline) of Ryoking, you agree that this End User License Agreement (EULA) is a legally binding and valid contract between you and Eminent Dynamics Private Limited ("EDPL") and you agree to be bound by it. You agree to abide by all of the terms and conditions of this Agreement and the Privacy Policy on Ryoking website.

Your use of Ryoking Device and/or Ryoking Software indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, EDPL grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use Ryoking Software in accordance with this Agreement and any other written agreement with EDPL. EDPL does not transfer the title of Ryoking Software to you; the license granted to you is not a sale. This agreement is a binding legal agreement between EDPL and the purchasers or users of Ryoking Software.

If you are registering as a business entity, you represent that you are duly authorized by the business entity to accept this Agreement and you have the authority to bind that business entity to this Agreement.

If you do not agree to be bound by this agreement, remove Ryoking Device from your vehicle and Ryoking Software from your device.

2. DISTRIBUTION

Ryoking Software and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part.

Ryoking Device provided to you shall not be shared, distributed, re-sold, offered for re-sale or transferred.

3. USER AGREEMENT

3.1 Use : Your license to use Ryoking Software is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of Ryoking Software.

3.2 Use Restrictions : You shall use Ryoking Device and Ryoking Software in compliance with all applicable laws and not for any unlawful purpose.

3.3 Copyright Restriction : Ryoking Device and Ryoking Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile Ryoking Device or Ryoking Software. Nor can you create any derivative works or other works that are based upon or derived from Ryoking Device or Ryoking Software in whole or in part. EDPL and its Affiliates retain sole and exclusive ownership of all right, title and interest in and to Ryoking Device and Ryoking Software and all Intellectual Property rights relating thereto. Copyright law and international copyright treaty provisions protect all parts of Ryoking, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for EDPL.

3.4 Limitation of Responsibility : You will indemnify, hold harmless, and defend EDPL, its employees, directors, agents and distributors against any and all claims, liabilities, proceedings, demand and costs resulting from or in any way connected with your use of Ryoking Device or Ryoking Software. In no event (including, without limitation, in the event of negligence) will EDPL, its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, Ryoking Device or the use or inability to use Ryoking Device or Ryoking Software or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence. Your remedy for dissatisfaction with the Ryoking Device and Ryoking Software, is to stop using Ryoking Device and the Ryoking Software.

Notwithstanding any other provision in this contract, the total liability of EDPL for any claim, loss or damage, whether in contract, tort (including gross negligence), or otherwise, arising out of, connected with, or resulting from the manufacture, sale, license, delivery, repair, replacement or use of any Ryoking Device or Ryoking Software shall not exceed 100% of the price received by EDPL from you for the specific units of Ryoking Device or Ryoking Software for which the liability arose.

3.5 Warranties :

In case EDPL has agreed to a replacement warranty for the Ryoking Device for a certain warranty period as per any signed and written Contract with you, then the replacement warranty shall be subject to the terms and conditions set forth below: (a) Replacement

Warranty shall be applicable in case the Ryoking Device does not materially conform to the specifications of Ryoking Device (as per the specifications prevailing at the time of sale of Ryoking Device to you), during the Warranty Period. (b) EDPL shall not be liable for defects caused by normal wear and tear, willful damage, negligence, improper usage, failure to follow the Ryoking use instructions, incorrect usage without our approval, modification or repair; (c) EDPL shall not be liable for certain limitations in the functionality of Ryoking Device in case the Ryoking Device is plugged into a Car Make and Model that is incompatible with the Ryoking Device. (d) EDPL shall not be liable for defects in the Ryoking Device resulting from modifications or changes in specifications if the aforementioned modifications or changes were requested by you; (e) The warranty does not extend to parts, accessories, materials or equipment that was not provided by EDPL; (f) Shipping or courier charges for replacing the Ryoking Device: On one way each party shall pay for the shipping or courier charges.

Even though we make our best efforts to ensure that the Data shown on the Ryoking software is accurate and relevant, we do not guarantee the accuracy, correctness and/or relevancy of the Data.

Except as expressly stated in writing, EDPL makes no representation or warranties in respect of Ryoking Device and Ryoking Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law : This Agreement shall be subject to and be governed by the laws of India. Any and all disputes or differences between the Parties hereto arising out of or in connection with this Agreement or Ryoking shall be submitted to final and binding arbitration at the request of either of the Parties upon written notice to that effect to the other. Such arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 and shall be held in Bangalore, India. All proceedings of such arbitration shall be in the English language. The arbitration panel shall consist of the sole arbitrator appointed by the Company. Nothing herein shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the courts in Bangalore, India. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for monetary damages through the arbitration described in this Section. Subject to the preceding Para, the courts at Bangalore, India shall have exclusive jurisdiction in all disputes and differences between the Parties. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination : Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of Ryoking Device and Ryoking Software and destroy all copies of Ryoking Software supplied under this Agreement.

4. DISCLAIMER OF WARRANTY

RYOKING DEVICE AND RYOKING SOFTWARE ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER

CONCERNS ALL FILES AND DATA GENERATED AND EDITED BY RYOKING DEVICE AND RYOKING SOFTWARE AS WELL.

5. CONSENT OF USE OF DATA

You agree that EDPL may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to Ryoking. EDPL may also use this information to provide notices to you which may be of use or interest to you. Our Privacy Policy available on our website describes the terms and policies governing the collection and use of Data.

6. MODIFICATION

We may at any time modify the terms of this Agreement without any prior notification to you. In the event of any such modification of the Agreement, the link to the latest version of the Agreement shall be available in the Ryoking Software and shall become effective from the time of posting. You must regularly review this Agreement and in the event the modified or amended terms and conditions of the Agreement are not acceptable to you, you should discontinue use of Ryoking Device and Ryoking Software. Your continued use of the Ryoking Device and Ryoking Software will constitute your acceptance of the latest revised Agreement.

Additionally, EDPL reserves the right to withdraw, without prior notice to you, access to the Ryoking Software thereof and to change, modify, revise the Ryoking Software at any time. EDPL retains the right to revise and modify the pricing policy at any time without any prior notice to you.

In case of any questions regarding our Terms of Use, please contact us at info@ryoking.com