

Terms and Conditions

Welcome to iAgami!

These terms and conditions ("Terms") govern your use of the IAgami LLC, USA and/or iAgami Technologies Pvt Ltd, India website, located at <https://iagami.com> (the "Website"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Website.

1. Definitions

The following terminology applies to these Terms and Conditions, Privacy Statement, and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refer to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refer to iAgami LLC or iAgami Technologies Pvt Ltd (jointly referred as "iAgami"). "Party", "Parties", or "Us", refer to both the Client and us. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of us. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

2. Cookies

We employ the use of cookies. By accessing IAgami website, you agree to use cookies in accordance with the IAgami's Privacy Policy.

Most interactive websites use cookies to let us retrieve the user's details for each visit. Cookies are used by our website to enable the functionality of certain areas to make it easier for people visiting our website. Some of our affiliate/advertising partners may also use cookies.

3. Intellectual Property

Unless otherwise stated, iAgami and/or its licensors own the intellectual property rights for all material on iAgami. All intellectual property rights are reserved. You may access this from iAgami for your own personal use subjected to restrictions set in these terms and conditions.

All content, including but not limited to text, software, scripts, graphics, photos, sounds, music, videos, and interactive features, and all intellectual property rights therein, are owned by iAgami or licensed to iAgami and are subject to copyright, trademark, and other intellectual property laws globally

You must not:

- Republish material from iAgami
- Sell, rent, or sub-license material from iAgami
- Reproduce, duplicate, or copy material from iAgami
- Redistribute content from iAgami

This Agreement shall begin on the date hereof.

4. User-Generated Content

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. iAgami does not filter, edit, publish, or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of iAgami, its agents and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, iAgami shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered because of any use of and/or posting of and/or appearance of the Comments on this website.

iAgami reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive, or causes breach of these Terms and Conditions.

We reserve the right to monitor and remove user-generated content at our sole discretion. iAgami shall not be liable for any damages arising from any user-generated content. Users agree to indemnify iAgami against any claims or liabilities arising from the content they post

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so.
- The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party.
- The Comments do not contain any defamatory, libelous, offensive, indecent, or otherwise unlawful material which is an invasion of privacy.
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant iAgami a non-exclusive license to use, reproduce, edit, and authorize others to use, reproduce and edit any of your Comments in all forms, formats, or media.

5. Data Protection & Privacy

iAgami is committed to protecting the privacy of users in accordance with applicable privacy laws, including GDPR and CCPA. For more information on how we collect, use, and protect your data, please refer to our Privacy Policy. By using this website, you consent to our collection and use of your personal data as described therein

The following organizations may link to our website without prior written approval:

- Government agencies.
- Search engines.
- News organizations.
- Online directory distributors may link to our website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System-wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- Commonly known consumer and/or business information sources.
- Dot.com community sites.
- Associations or other groups representing charities.
- Online directory distributors.
- Internet portals.
- Accounting, law, and consulting firms; and
- Educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavourably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of iAgami; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to iAgami. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our website being linked to that makes sense within the context and format of content on the linking party's site.

No use of iAgami 's logo or other artwork will be allowed for linking absent a trademark license agreement.

6. Global Compliance

Users agree to comply with all applicable local, national, and international laws and regulations, including but not limited to export and trade laws and restrictions. iAgami reserves the right to restrict access to the website in jurisdictions where it is unlawful to do so."

International Use: A section acknowledging that users accessing the website from outside the jurisdiction should ensure compliance with local laws and regulations

7. Force Majeure

iAgami shall not be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, wars, natural disasters, government restrictions, or any other unforeseeable events.

9. Dispute Resolution

In the event of a dispute, the parties agree to first attempt to resolve the matter through good faith negotiations. If such attempts fail, any unresolved disputes shall be settled by binding arbitration in accordance with the rules of [Arbitration Association], with the arbitration to be conducted in [Jurisdiction]."

10.iFrames

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our website.

11.Content Liability

We shall not be held responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No link(s) should appear on any Website that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

12.Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound by and follow these linking terms and conditions.

13.Removal of links from our website

If you find any link on our website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links, but we are not obligated to do so or to respond to you directly.

14.User Conduct

Users of the iAgami website agree to conduct themselves in a manner consistent with applicable laws and regulations and to refrain from:

- Transmitting or posting any material that is unlawful, defamatory, libelous, obscene, threatening, harassing, abusive, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate.
- Impersonating any person or entity, or falsely stating or otherwise misrepresenting affiliation with a person or entity.

- Interfering with or disrupting the operation of the website or servers or networks connected to the website, or disobeying any requirements, procedures, policies, or regulations of networks connected to the website.
- Collecting or storing personal data about other users without their express consent.
- Accessing or attempting to access any restricted areas of the website without authorization.

15. Termination of Access

iAgami reserves the right to terminate or suspend access to the website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

16. Jurisdiction & Governing Law

These Terms shall be governed by and construed in accordance with the International laws, without regard to conflict of laws principles. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our website and supersede and replace any prior agreements we might have had between us regarding the website.

17. Changes to Terms

iAgami reserves the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

18. Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury.
- limit or exclude our or your liability for fraud or fraudulent misrepresentation.
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

If the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.