

# C5 CDR Analyzer (Android) Application, Terms & Conditions.

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**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

## **AGREEMENT TO TERMS.**

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Prosoft e-Solutions India Pvt. Ltd. (“we”, “us” or “our”), concerning your access to and use of the C5 CDR Analyzer mobile application (“Application”). You agree that by accessing the Application, you have read, understood, and agree to be bound by all these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE APPLICATION AND YOU MUST DISCONTINUE USAGE IMMEDIATELY.

Supplemental Terms and Conditions or documents that may be posted on the Prosoft e-Solutions India Pvt. Ltd. website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Application after the date such revised Terms are posted.

## **LIMITATIONS OF LIABILITY.**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF DATA, MISREPRESENTATION OF DATA, FAULTY IMPORT DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE APPLICATION. THIS APPLICATION AND ITS COMPONENTS ARE OFFERED FOR INFORMATIONAL PURPOSES ONLY;

THIS APPLICATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS, OR AVAILABILITY OF ANY INFORMATION MADE AVAILABLE VIA THE APPLICATION, AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR OMISSIONS IN THAT INFORMATION.

## **USER REPRESENTATIONS.**

By using the Application, you represent and warrant that: (1) You are currently employed by Law Enforcement Agency (“LEA”), and have proper clearance to use the Application; (2) all registration information you submit will be true, accurate, current and complete; (3) you will maintain the accuracy of such information and promptly update such registration information as necessary; (4) you have the legal capacity and you agree to comply with these Terms and Conditions; (5) you will not access the Application through automated or non-human means, whether through bot, script or otherwise; (5) you will not use the Application for any illegal or unauthorized purposes.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Application (or any portion thereof).

## **INTELLECTUAL PROPERTY RIGHTS.**

Unless otherwise indicated, the Application is our proprietary property and all source code, databases, functionality, software, design and graphics in the Application (collectively, the “Content”), the icons and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and protected by copyright and various other intellectual property rights. The Content and the Marks are provided in the Application “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Application and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Application, you are granted a limited license to access and use the Application and to import or export files from the Application for any portion of the Content, to which you have properly gained access, solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Application, Content and the Marks.

## **PROHIBITED ACTIVITIES.**

You may not access or use the Application for any purpose other than that for which we make the Application available. The Application may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Application, you agree not to: (1) systematically retrieve data or other Content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. (2) Make any unauthorized use of the Application, including collecting phone numbers and/or email addresses of users by electronic or other means for the purpose of sending unsolicited emails, or creating user accounts by automated means or under false pretenses. (3) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user credentials. (4) Make improper use of our support services or submit false report of Application misbehavior. (5) Engage in any automated use of system, or using any data mining, robots, or similar data gathering and extraction tools. (6) Use any information obtained from the Application in order to harass, abuse or harm another person. (7) Use the Application as part of any effort to compete with us or otherwise use the Application and/or the Content for any revenue-generating endeavor or commercial enterprise. (8) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application. (9) Attempt to bypass any measures of the Application design to prevent access to the Application, or any portion of the Application. (10) Copy or adapt the Application's software, including but not limited to Java, PHP, XML or other code. (11) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Application. (12) Use the Application in a manner inconsistent with applicable laws or regulations.

## **MOBILE APPLICATION LICENSE.**

When you access the Application, we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the Terms and Conditions of this mobile application license contained in these Terms and Conditions. You shall not (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) making any modification, adaptation, improvement, translation, or derivative work from the application; (3) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (4) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Application. (5) use any proprietary information or any of our interfaces or our other intellectual property in design, development, licensing, or distribution of any applications or devices for use with the application. (7) REFUNDS WILL NOT BE PROVIDED FOR ANY SUBSCRIPTION UNDER ANY CIRCUMSTANCES. WE DO NOT PROVIDE REFUNDS, CREDIT OR PRORATED BILLING FOR SUBSCRIPTIONS THAT ARE

CANCELLED MID-CYCLE. In such circumstance, you will continue to have access to your Subscription until the end of the monthly billing cycle.

The following terms apply when you use the application obtained from Google Play (“App Distributor”) to access the Application: (1) the license granted to you for our Application is limited to a non-transferable license to use the application on a device that utilizes the Android operating system, as applicable, and in accordance with the usage rule set forth in the App Distributor’s terms of service; (2) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that the App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

## **TERM AND TERMINATION.**

These Terms and Conditions shall remain in full force and effect while you use the Application. WITHOUT LIMITING ANY OTHER PROVISIONS OF THESE TERMS AND CONDITONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APPLICATION TO ANY PERSON FOR ANY REASON. WE MAY TERMINATE YOUR ACCESS TO THE APPLICATION WITHOUT CAUSE OR NOTICE, WHICH MAY RESULT IN FORFETURE AND DESTRUCTION OF ALL INFORMATION ASSOCIATED WITH YOUR ACCOUNT. ALL PROVISIONS OF THIS AGREEMENT THAT, BY THEIR NATURE SHOULD SURVIVE TERMINATION, INCLUDING, WITHOUT LIMITATION, OWNERSHIP PROVISIONS, INDEMNITY AND LIMITATION OF LIABILITY.

## **INDEMNIFICATION.**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates and all of our respective partners and employees, from and against any loss, damage, liability, claim, or demand, including reasonable fee and expenses, made by any third party due to or arising out of: (1) Use of the Application; (2) breach of these Terms and Conditions; (3) your violation of the rights of a third party, including but not limited to intellectual property rights. Notwithstanding

the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

## **CONTACT US.**

If you have any questions regarding privacy while using the Application, or have questions about our practices, please contact us via email: [info@prosoftesolutions.com](mailto:info@prosoftesolutions.com)