

Cloud Telephony - Terms Of Service

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND MAKING YOU LIVE PRIVATE LIMITED (hereinafter “MYL”) GOVERNING YOUR USE OF MYL’S CLOUD TELEPHONY PRODUCTS AND SERVICES INCLUDING BUT NOT RESTRICTED TO MYL’S SOFTWARE AND TELEPHONY SYSTEMS(hereinafter “Service(s)”).

Acceptance of the Terms

This Agreement consists of the following terms and conditions (hereinafter the “Terms” or “Terms of Service”). You must be of legal age (18 years or above) to enter into a binding agreement in order to accept the Terms. If you do not agree to the Terms, do not use any of our Services. By selecting a check mark next to “I accept the Terms & Conditions” on signup page and clicking on Submit button or using any Web or Telecommunication Services, you represent that you have read and agree to the terms and conditions of this Agreement.

You may terminate this Agreement for any reason by closing Your MYL account and adhering the account closure procedures.

MYL reserves the right to update and modify the Terms of Service at any time without notice. New features that may be added to the Service shall be subject to the Terms of Service. Should you continue to use the Service after any such modifications have been made, this shall constitute your agreement to such modifications. You may always view the most recent copy of the Terms of Service here- <https://www.makingyoulive.com/condition.php>

Violation of any part of the Terms of Service may result in termination of your account.

Using our Services

- You must provide your full legal name, a valid email address, company related details and any other required information to complete the sign-up process
- You are responsible for maintaining the privacy and security of your account. MYL will not be held liable for any damage or loss that may result from your failure to protect your login information, including your password
- MYL may communicate with you via email regarding your account, system updates, or other issues related to your account
- You are responsible for all voice and electronic data (“Content”) posted and activity that occurs in your account (even when Content is posted by others to your account)
- You shall use MYL’s services for lawful purposes only. You shall not transmit using MYL’s services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give right to civil liability or otherwise violate any applicable law
- You are abide by the rules and regulations of the Telecom Regulatory Authority of India (TRAI) and Department Of Telecommunication of the Govt. of India (DOT). Any violation will lead to termination of Services.

- MYL reserves the right to refuse service to anyone for any reason at any time

Pricing and Payments

- The pricing plans specified in the pricing page are subject to market & telecom industry standards. Price revisions may happen when (and as deemed necessary) by MYL. MYL reserves the right to change the pricing plans without notice. Pricing will become effective as soon as it is placed on the company website www.makingyoulive.com or other online and offline resources that may exist at any point of time.
- The pricing details specified in the pricing page is exclusive of applicable taxes. Service Tax is applicable & is extra and wherever it is mentioned specifically.
- MYL may suspend or refuse service and terminate it, if you default on any of your payment obligations
- In the case of electronic payments, MYL shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on account of the Cardholder having exceeded the preset limit mutually agreed by MYL with our acquiring bank from time to time

Features

- MYL is bound by regulatory norms of the Telecom Regulatory Authority of India (TRAI), Department Of Telecommunication of the Govt. of India (DOT) and other authorities. Certain features may be removed depending on what the law of land dictates without prior notice
- MYL provides its services “As Is”. MYL reserves the right to modify, upgrade, suspend or terminate the Service with or without prior notice. MYL shall not be liable to You or any third party for any modification, suspension or discontinuation of the Service
- Feature requests by you may be executed by MYL based on its discretion and depending on priorities. MYL does not guarantee delivery of any feature that you may request

Support

- MYL provides support over email on info@makingyoulive.com and over Toll Free Number: 1800-2000-695. The latest contact details are always provided on MYL’s website www.makingyoulive.com
- Support over phone is available from 10AM to 6PM. For Email support a response can be expected within 48 hrs.
- Though MYL will try to solve a reported problem regarding the use of the Service within a reasonable time, MYL does not guarantee that the problem will be resolved as it may involve a technical or non-technical reason which will be communicated to you.

Cancellation Policy

- If you wish to discontinue your services with MYL, you can email us at support@makingyoulive.com or call us at 1800-2000-695 expressing the same and we will facilitate the closure of your account
- You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month which you discontinued service or any other charges as per the prevailing MYL policies at that time.
- You will be required to pay your bills within 7 days of account closure failing which your security deposit will not be refunded
- Your security deposit amount (if any) will be refunded to you within 30 days of payment of accrued and pending charges.

Privacy and Copyright Protection

- MYL's privacy policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that MYL can use such data in accordance with our privacy policies.
- MYL has right to use the your logo to be put up on our marketing brochures and websites unless a specific Non Disclosure Agreement is signed with you.

Disclaimer of Warranties

THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING OUT OF THE USE OF OUR SERVICES.

MYL disclaims all warranties whether express or implied, including but not limited to (i) your ability to use the Service, (ii) your satisfaction with the Service, (iii) that the Service will be available at all times, uninterrupted, and error-free (iv), the accuracy of the data provided by the Service, (v) Security and privacy of your data and (vi) that bugs or errors in the Service will be corrected

Limitation of Liability

- YOU AGREE THAT MYL SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE,

LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE

- YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH MYL RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL MYL'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE
- IF ANY PROVISION OF THE TERMS OF SERVICE IS HELD INVALID OR OTHERWISE UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED THEREBY.

Indemnification

You agree to indemnify and hold harmless MYL, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including legal fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services.

Governing Law and Jurisdiction

This Agreement is governed by the laws of the Republic of India, without regard to principles of conflicts of laws. You agree that any dispute between the parties arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination) shall be submitted exclusively to the competent courts located at Bangalore, India to the exclusion of any other court that may have jurisdiction in the matter and you consent to exclusive jurisdiction and venue in such courts

If you have any questions or concerns regarding this agreement, please contact us at info@makingyoulive.com