



INCOMARS SOFTWARE SERVICES

Terms of Use

Last revised: February 6, 2022

Welcome to Incomars.com's Terms of Use! We are truly excited to have you aboard. Thank you for choosing to use our services.

Below we have listed important legal terms that apply to anyone who visits our website or uses our service. These terms are necessary in order to protect both you and us, and to make our services possible and more enjoyable for everyone. Incomars offers a wide range of services and features.

We understand that legal terms can be exhausting to read, and we've tried to make the experience more pleasant. If you have any suggestions on how we can

improve them, you are more than welcome to contact us at Incomars.com.
Incomars builds technology and services that enable people to grow their businesses by technology like: Software & App, other for growing businesses/Profession Purposes more at Incomars.com and sells goods through Website.

We've used Premium Plans or ("Premium Subscriptions" or "Subscription"), this term is used for any subscription you upgrade or ("Select" or "Choose") in under Incomars Software Services ("Our Subsidiaries" or "Subsidiaries").

We do not sell your personal data to advertisers and do not share any information that personally identifies you (such as your name, email address or other contact information) with them unless you give us specific permission to do so. Rather, advertisers can tell us what kind of audience they want their ads to show, and we show those ads to people who might be interested in them. We provide advertisers with reports on the performance of their ads to help them understand how people are interacting with their content.

Our Data Policy: This policy describes the information we process to support Incomars.com, JUST JOLLY and other products and features available from Incomars Software Services (All Incomars services or products). You can view additional tools and information in Just Jolly Settings and Software Settings (Software that we build).

What type of information do we collect?

In order to make the Incomars Products available, we must process your information. The information we collect depends on how you use our services or Products.

The things you and others do and provide.

Information and materials you provide. We collect the content, communications and other information you provide, when you use our products, including when you sign up for an account, when somebody Signed Up on your website, that you've ordered us to make before, when you contact with your visitor or member on your website, when you assign a plan, when your members Log In, when you've get a new member, when a visitor at your website, when a visitor become a member (Paid/Unpaid Members are also defined in these terms), when someone sent you a message regards, when any suspicious activity catches, whenever you unfollow these terms, whenever you moderate settings, whenever caught something abnormal or illegal, when ever you go overtime at your website, even while working (You can go overtime working this is just we know, what's right there at your Website, App, Software and our provided products and services), whenever you set up a new account for business (Just for verifying it yours, that's why we and you, both are safe) and more controls. This may include information about or related to the content you provide, such as the location of a photo or the date the file was created. This may also include what you see through the features we provide, such as our Website (Our Services), we can suggest you to try Incomars or more services that you might like, or even suggest service formats to use. Our systems automatically process the content and communications provided by you and others in order to analyse their context and other material for the

purposes described below. Learn more below, about how to control who can see the content you share.

Data with special protection: You can choose to provide information about your religious outlook, political viewpoint, what you're "interested in," or about your health in your Admin Profile field or life events. This and other information (such as ethnic or racial origin, philosophical beliefs or trade union membership) may be subject to special protection under the laws of your country.

Network and Connections. We collect information about the people, Pages , accounts, hashtags and groups you are associated with and how you interact with them on our products, such as the people you interact with or the services you use for legal business with the most in which you are included. We also collect contact information when you choose to upload, sync or import it from a device (such as a contact list or call log or SMS log history), which we use to locate people you identify. In order to help you and others, and for the other purposes listed below.

Used by you

We collect information about how you use our products or services, such as the types of content you view or link to; the features you use; actions you take; The people or accounts you interact with and the time, frequency and duration of your activities. For example, we log when you are using our products or services when you last used our products or services and what posts, videos and other content you see or publish on our products or services. We also collect information about how you use our features, such as our website (Our Services).

Information about transactions made on our Premium Subscriptions and our products. We collect information (Such as your name, email to proceed the purchase of our products or services) we collect, what you've bought, your date (Like a Premium Subscription that is shown to your Premium Subscriptions page, activated subscriptions. Date is collected for the Time period of purchase for an invoice and many uses of the Just Jolly, Social Networking Services).

Things others do and information they provide about you. We also receive and analyse content, communications and information that other people provide when they use our Products. This can include information about you, such as when others share or comment on a photo posted by you, send a message to you or upload, sync or import your contact information, to make the services more enjoyable and safe for you.

1. Legal Agreement

These Incomars.com Terms of Use ("Terms of Use"), together with such additional terms which specifically apply to some of our services and features as presented on the Incomars.com website(s) ("Incomars Website", and collectively – the "Incomars Terms"), all set forth the entire terms and conditions applicable to each visitor or user ("User" our "you") of the Incomars Website, the Just Jolly Social Networking (the "JUST JOLLY") and/or any other services, applications and features offered by us with respect thereto, except where we explicitly state otherwise (all services offered through the Incomars Website or the Just Jolly Social Networking Platform, collectively – the "Incomars Services" or "Services").

The Incomars Terms constitute a binding and enforceable legal contract between Incomars.com and its subsidiaries worldwide (“Incomars”, “us” or “we”) and you in relation to the use of any Incomars Services - so please read them carefully.

You may visit and/or use the Incomars Services and/or the Just Jolly Social Networking Platform only if you fully agree to the Incomars Terms - and by using and/or registering to any of the Incomars Services, you signify and affirm your informed consent to these Terms of Use and any other Incomars Terms applicable to your use of any Incomars Services. If you do not read, fully understand and agree to the Incomars Terms, you must immediately leave the Incomars Website and avoid or discontinue all use of the Incomars Services. By using our Services, you acknowledge that you have read our Privacy Policy available on our website as you know incomars.com at the bottom, contact us form (“Privacy Policy”).

User Account

In order to access and use certain sections and features of the Incomars Services, you must first register and create an account with Incomars (“User Account”).

If anyone other than yourself accesses your User Account and/or any of your User Platforms’ settings, they may perform any actions available to you (unless as specifically stated otherwise on the Incomars Services), make changes to your User Platform(s) and User Account, and accept any legal terms available therein, make various representations and warranties and more – and all such activities will be deemed to have occurred on your behalf and in your name.

Therefore, we strongly encourage you to keep the log-in credentials of your User Account confidential, and allow such access only to people you trust - as you will be solely and fully responsible for all activities that occur under your User Account and/or User Platforms (including for any representations, warranties and undertakings made therein), whether or not specifically authorised by you, and for any damages, expenses or losses that may result from such activities.

You must provide accurate and complete information when registering your User Account and using the Incomars Services, to which you are the sole and exclusive rights holder. We strongly encourage you to provide your own (or your company's) contact and billing details, including your valid e-mail address, as we may use it to identify and determine the actual and true owner of the User Account and/or User Content (as defined below) submitted to us.

In case of a dispute on User Account ownership, we reserve the right to determine ownership to a User Account based on our reasonable judgement, whether or not an independent investigation has been conducted by us. However, if we cannot make such determination (as we may deem in our sole discretion), we reserve the right to avoid doing so and/or suspend a User Account until the parties disputing such ownership, reach a resolution, without liability to you or to any another party. We may request documentation (e.g. government-issued ID, a business licence) that may assist us in determining ownership. Among others, we may consider the principles set forth below.

Incomars will consider the owner of a User Account, User Platform and/or User Content created and/or uploaded to the relevant Incomars Service, as the person or entity who has access to the e-mail address then listed in Incomars's records for such User Account under which such User Platform or User Content was Created.

If any Paid Services (as defined in Section 5 below) were purchased via a User Account, Incomars will consider the owner of such User Account and/or the relevant User Platform and/or User Content created thereunder, may be considered to be the person or entity whose billing details were used to purchase such Paid Services ("Billing Information"). Notwithstanding the foregoing, when applicable if a User Platform was connected to an external domain name (either imported or purchased as part of certain Paid Services, as defined below), and such domain's registration information is publicly available via the WHOIS database provided on the www.whois.net website or on Incomars's database, Incomars will consider the owner of such User Platform as the person or entity registered as the registrant of such domain thereunder. In the event that an individual and an organisation are both registered as the registrant or the registrant organisation of such domain, Incomars will consider the organisation as the actual owner of the domain, and therefore as the owner of the User Platform connected to such a domain. In event the Billing Information indicates one person as the owner of the User Platform and the domain registration indicates a different owner, Incomars shall consider the person registered as the owner of the domain connected to the Incomars Account as the owner of the User Platform.

Notwithstanding the forgoing, Incomars shall have the right to determine the ownership of User Content and/or a User Website as it chooses, including by ignoring the indications set forth above, in event Incomars deems, at its sole discretion, that the situation justifies such determination, all based upon the factual situation as determined by Incomars.

2. Your Obligations

2.1. You represent and warrant that:

You are at least thirteen (13) years of age, or sixteen (16) years of age if you are an individual within the European Union (EU), or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into the Incomars Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the Incomars Terms; your country of residence and/or your company's country of incorporation is the same as the country specified in the contact and/or billing address you provide us; you understand that Incomars does not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use or any of your End Users, or your compliance therewith;

And specifically regarding your User Content: you confirm you own all rights in and to any content uploaded or provided by you, or imported, copied or uploaded by Incomars Services for you, to your User Platform ("User Content"), including any designs, images, animations, videos, audio files, fonts, logos, code, illustrations, compositions, artworks, interfaces, usernames, information you provide for the purpose of creating a subdomain name, text, literary works and any other materials

("Content"), or otherwise have (and will continue to have) the full power, title, licences, consents and authority, in and to the User Content, as necessary to legally access to, import, copy, use, publish, transfer or licence such User Content, by you and us or any of our Workers; you have (and will maintain) the full power, title, licences, consents and authority to allow Incomars Services to access any websites, web pages and/or other online services, for the purpose of importing, copying, displaying, uploading, transmitting and/or otherwise using, your User Content. The User Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use, in the country in which you or your User Platform's visitors and users ("End Users") reside, or for Incomars and/or your End Users to access, import, copy, upload, use or possess in connection with the Incomars Services; you have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto. In order to use our services, there are certain obligations and conditions you need to meet.

Among others, you need to be of a certain legal age of majority, reside and use our services in a permitted location.

In addition, you must own all rights in any content you upload or publish or that we access, import and/or upload for you via our services, ensure that such content is legal and reliable, and that anything you do with it (or enable Incomars or your end users to do with it) is legal.

2.2. You undertake and agree to:

Fully comply with all applicable laws and any other contractual terms which govern your use of the Incomars Services (and any related interaction or transaction), including those specific laws applicable to you or your End Users in any of your geographical locations; be solely responsible and liable with respect to any of the uses of the Incomars Services which occur under your User Account and/or User Platform(s), and for any of your User Content (including for any consequences of accessing, importing, uploading, copying, using or publishing such User Content on or with respect to the Incomars Services); regularly and independently save and backup any of your User Content and the information that is being processed by you regarding your User Platform, including with respect to End Users, User Products, and any applications and/or Third Party Services used by you; receive from time to time promotional messages and materials from Incomars or its partners, by mail, e-mail or any other contact form you may provide us with (including your phone number for calls or text messages). If you wish not to receive such promotional materials or notices – please just notify us at any time; allow Incomars to use in perpetuity, worldwide and free of charge, any version of your User Platform (or any part thereof) for any of Incomars’s marketing and promotional activities, online and/or offline, and modify it as reasonably required for such purposes, and you waive any claims against Incomars or anyone on its behalf relating to any past, present or future moral rights, artists’ rights, or any other similar rights worldwide that you may have in or to your User Platform with respect to such limited permitted uses; Incomars’s sole discretion as to the means, manner, and method for performing the Incomars Services, including those regarding the hosting, transmission,

publication and/or display of any User Platforms and/or Content (including the inclusion and presentation of any advertisements or other commercial content with respect thereto).

Incomars shall have the right to offer the Incomars Services in alternative price plans and impose different restrictions as for the upload, storage, download and use of the Incomars Services in each price plan, including, without limitation, restrictions on network traffic and bandwidth, size and/or length of Content, quality and/or format of Content, sources of Content, volume of download time, number of subscribers to your Content, etc.

You must comply with all applicable laws.

You will be responsible for your actions and for the actions of anyone who accesses your user account or user platform settings.

You shall regularly save backups of your content.

You agree that we or our partners may send you promotional messages and content.

You can easily opt-out of receiving promotional messages by contacting us.

You allow us to use your website for our promotional activities, and to determine the manner in which the services will be performed.

You agree that Incomars has the right to impose and change price plans for its Services. Additionally, Incomars may impose restrictions depending on your specific usage of the Service.

2.3. You agree and undertake not to:

Copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the Incomars Website, the Incomars Services (or any part thereof), any Content offered by Incomars or Third Party Services for use and display within User Platforms ("Licensed Content") and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without Incomars's prior written and specific consent and/or as expressly permitted under the Incomars Terms; submit, transmit or display any User Content, or use Licensed Content in a context, which may be deemed as defamatory, libellous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of Incomars or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit approval; use any illegal action to collect login data and/or passwords for other websites, third parties, software or services; phish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments, unless done in accordance with any applicable law, including, with the PCI DSS standard when applicable; upload, insert, collect or otherwise make available within the Incomars Website or the Incomars Services (or any part thereof), any malicious, unlawful, defamatory or obscene Content; publish and/or make any use of the Incomars Services or Licensed Content on any website, media, network or system other than those provided by Incomars, and/or frame, "deep link", "page scrape", mirror and/or create a browser or border environment around any of the Incomars

Services, Licensed Content and/or User Platform (or any part thereof), except as expressly permitted by Incomars, in advance and in writing; use any “robot”, “spider” or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Incomars Services (or its data and/or Content), or in any way reproduce or circumvent the navigational structure or presentation of any of the Incomars Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the Incomars Services; act in a manner which might be perceived as damaging to Incomars’s reputation and goodwill or which may bring Incomars into disrepute or harm; purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Incomars or Incomars Marks and/or variations and misspellings thereof; impersonate any person or entity or provide false information on the Incomars Services and/or User Platform, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to Incomars and/or any End Users; falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that Incomars or any third party endorses you, your User Platform, your business, your User Products, or any statement you make; reverse look-up, trace, or seek to trace another User of Incomars Services, or otherwise interfere with or violate any other User’s right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Incomars Services and/or User Platform without their express and informed consent; disable, circumvent, bypass or otherwise avoid any measures used to prevent or restrict access to the Incomars Services, User Platform, the account of another User(s), or any other systems or networks

connected to the Incomars Services, by hacking, password mining, or other illegitimate or prohibited means; probe, scan, or test the vulnerability of the Incomars Services or any network connected to the Incomars Services; upload to the Incomars Services and/or User Platform or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or Component; take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Incomars Services or Incomars's systems or networks connected to the Incomars Services, or otherwise interfere with or disrupt the operation of any of the Incomars Services, or the servers or networks that host them or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks; use any of the Incomars Services and/or User Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising; use the Incomars Services for the creation and operation of websites whose main purpose (directly or indirectly) is video streaming; access to Incomars Services, User Accounts, Licensed Content and/or User Content, through any means or technology (e.g. scraping and crawling), other than our publicly supported interfaces.

sell, licence, or exploit for any commercial purposes any use of or access to the Licensed Content and/or Incomars Services, except as expressly permitted by the Incomars Terms; remove or alter any copyright notices, watermarks, restrictions and signs indicating proprietary rights of any of our licensors, including copyright

mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying the Incomars Services and/or Licensed Content; or violate, attempt to violate, or otherwise fail to comply with any of the Incomars Terms or any laws or requirements applicable to your use of the Incomars Services.

Access or use the Services for benchmarking or similar competitive analysis purposes or in order to build a competitive product or service.

You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Service provided to you – with or without further notice to you, and without any refund of amounts paid on account of any such service.

3. Content and Ownership

3.1. Your Intellectual Property

As between Incomars and you, you shall own all intellectual property pertaining to your User Content and to any other materials created by you, including to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, interfaces, text and literary works.

Incomars does not claim ownership rights on your content. For the sole purpose of granting you the service, You know and agree that we will need to access, upload and/or copy your User Content to our platform, including cloud services and CDN's, to make display adjustments, to duplicate for backup and perform

any other technical actions and/or uses required to perform our services, as we deem fit.

You own all rights to your content. We may handle your content in order to provide you with our services.

3.2. Incomars's Intellectual Property

All rights, title and interest in and to the Incomars Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the “look and feel” of the Incomars Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customised URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being registered (collectively, “Intellectual Property”), and any derivations thereof, are owned by and/or licensed to Incomars.

Subject to your full compliance with the Incomars Terms and timely payment of all applicable Fees, Incomars hereby grants you, upon creating your User Account and for as long as Incomars wishes to provide you with the Incomars Services, a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited licence to use the Incomars Services and Licensed Content, for the purpose of generating and displaying your User Platform to End Users and offering

your User Products (as defined below) therein, solely as expressly permitted under the Incomars Terms, and solely within the Incomars Services.

The Incomars Terms do not convey any right or interest in or to Incomars's Intellectual Property (or any part thereof), except only for the limited licence expressly granted above. Nothing in the Incomars Terms constitutes an assignment or waiver of Incomars's Intellectual Property rights under any law.

In addition to the above, certain fonts made available to you within the Incomars Services, are licensed to Incomars by a third party provider, and are therefore subject to additional licence terms of such provider.

We own all rights in and to our services, content, data, technology and features.

You may use our services and content so long as you fully comply with these terms and ensure full and timely payments.

Certain fonts which are available to you are licensed by a third party, make sure you read their terms as well.

3.3. Feedback and Suggestions

If you provide us with any suggestions, comments or other feedback relating to the Incomars Services (whether existing, suggested or contemplated), which is or may be subject to any Intellectual Property rights ("Feedback"), such Feedback shall be exclusively owned by Incomars. By providing such Feedback to Incomars, you acknowledge and agree that it may be used by Incomars in order to:

- (i) further develop, customise and improve of the Incomars Services, (ii)

provide ongoing assistance and technical support, (iii) contact you with general or personalised Incomars -related notices and/or interview requests based on your feedback or otherwise, (iv) facilitate, sponsor and offer certain promotions, and monitor performance, (v) to create aggregated statistical data and other aggregated and/or inferred information, which Incomars may use to provide and improve its services, (vi) to enhance Incomars data security and fraud prevention capabilities, and (vii) to comply with any applicable laws and regulations. In addition, you (1) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (2) irrevocably assign to Incomars any right, title and interest you may have in such Feedback and (3) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights worldwide in or to such Feedback.

4. Privacy

Incomars.com cares deeply about the privacy of its visitors and users. To that end, this Privacy Policy ("Privacy Policy") describes how Incomars.com, together with its working companies worldwide ("Incomars", "we", "our", or "us"), collect, use, and share your Personal Information, as well as an explanation of the data rights you may have in that Personal Information. This Privacy Policy applies to all Incomars users, including unregistered visitors, registered users, and premium users (collectively, "Users", "you", or "your"), and to all Incomars services, including our websites (including www.incomars.com and any of its subdomains, the "Website"), web applications ("Incomars Apps"), mobile applications ("Mobile Apps"), and related services

(collectively, the “Services”). This Privacy Policy is not intended to override the terms of any contract you have with us, nor any rights you may have under other applicable data privacy laws.

Prior to accessing or using our Services, please read this policy and make sure you fully understand our practices in relation to your Personal Information.

If you read and fully understand this Privacy Policy, and remain opposed to our practices, you must immediately leave and discontinue all use of any of our Services. If you have any questions or concerns regarding this policy, please contact us [here](#).

Certain parts of the Incomars Services (including certain Third Party Services available therein, as further explained in Section 8 below) require or involve the submission, collection and/or use of certain personally identifying or identifiable information. In particular and as a part of accessing or using the Incomars Services, Incomars and such Third Party Services may collect, access and use certain data pertaining to Users and End Users, including the activities or navigation undertaken by Users and End Users through the Incomars Services and/or User Platforms. We encourage you to read our Privacy Policy and each such Third Party Services’ relevant policies on a regular basis, for a description of such data collection and use practices.

5. Paid Services

The use of certain Incomars Services may be subject to payment of particular fees, as determined by Incomars in its sole discretion (“Paid Services” and “Fee(s)”, respectively). Incomars will provide notice of such Fees then in effect in relation to such Paid Services. If you wish to receive or use such Paid

Services, you are required to pay all applicable Fees in advance.

5.1. Fees

Incomars reserves the right to change its Fees at any time, upon notice to you if such change may affect your existing subscriptions. If you received a discount or other promotional offer, Incomars shall have the right to automatically and without notice renew your subscription to such Incomars Service(s) at the full applicable Fee.

All Fees shall be deemed to be in INR (Indian Rupee), except as specifically stated otherwise in writing by Incomars. To the extent permitted by law (and unless specified otherwise by Incomars in writing), all Fees are exclusive of all taxes (including sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities ("Taxes"), and you shall be responsible for payment of all applicable Taxes relating to your use of the Incomars Services, or to any payments or purchases made by you. If Incomars is obligated to collect or pay Taxes for the Fees payable by you, and whether or not such Taxes were added and collected from you for previous transactions, such Taxes may be added to the payment of any outstanding Fees and will be reflected in the Invoice for such a transaction. We recommend that you verify the existence of any additional fees you may be charged by third parties in connection with the purchase of Paid Services or in connection with the renewal thereof (such as international transaction fees, currency exchange fees or fees due to banks or credit card companies). Incomars is not responsible for any such additional fees or costs.

As part of registering or submitting information to receive Paid Services, you also authorise Incomars (either directly or through its affiliates, subsidiaries or other third parties) to request and collect payment and service fees (or otherwise charge, can not be refund or take any other billing actions) from our payment provider or your designated banking account, and to make any inquiries Incomars or its affiliates may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from your payment, credit card or banking account provider (e.g., updated expiry date or card number as may be provided to us by your credit card company). You must keep a credit card stored with Incomars to pay for your Paid Services ("Stored Card"). You will be able to identify your Stored Card by its last four digits as in your Account Settings Page.

Some of our services cost money. We will let you know how much beforehand. Our prices are stated in INR and before taxes, unless otherwise said.

If needed, we or our affiliates may request and collect payments and related information from the relevant payment providers and banks.

5.2. Invoices

Incomars and/or its working companies will issue an invoice or credit memo for any payment of Fees made to or by Incomars ("Invoice"). Each Invoice will be issued in electronic form and based on the country stated in your billing address, and will be made available to you via your User Account and/or by e-mail. For the purpose of issuing the Invoice, you may be required to furnish certain Personal Information (as such term is defined in the Privacy Policy) in order to comply with local laws. Please note that the Invoice presented in your User Account may be inadequate with your local law requirements, and in

such cases may be used for pro forma purposes only.

Invoices for our paid services will be available in your user account.

5.2.1. Invoices created by you.

Please note that Incomars is the software service system and not an accounting service. You are solely responsible for ensuring that the invoices you issue conform to the legal requirements applicable to you and your customers.

5.3. Subscription Auto-Renewals

In order to ensure that you do not experience any interruption or loss of services, certain Paid Services include an automatic renewal option by default, according to which, unless you turn-off the auto-renewal option, such Paid Services will automatically renew upon the end of the applicable subscription period, for a renewal period equal in time to the original subscription period (excluding extended periods) and, unless otherwise notified to you, at the same price (subject to applicable Taxes changes and excluding any discount or other promotional offer provided for the first period) ("Renewing Paid Services"). For example, if the original subscription period for a Service is one month, each of its renewal periods (where applicable) will be for one month. Accordingly, where applicable, Incomars will attempt to automatically charge you the applicable Fees using the Stored Card, within up-to two (2) weeks before such renewal period commences. In the event of failure to collect the Fees owed by you, we may in our sole discretion (but shall not be obligated to) retry to collect on a later time, and/or suspend or cancel your User Account, without further notice. If your Renewing Paid Service is subject to a yearly or

for a multiple-year subscription period, Incomars will endeavour to provide you a notice prior to the renewal of such Paid Service at least thirty (30) days in advance of the renewal date.

By entering into this Agreement and by purchasing a Renewing Paid Service, you acknowledge and agree that the Renewing Paid Service shall automatically renew in accordance with the above terms.

You may turn-off the auto-renewal option for Renewing Paid Services at any time via your User Account or by visiting Incomars Help Center.

Certain domains are subject to a different renewal policy as detailed in the Domains Registration Agreement. Notwithstanding anything to the contrary in the foregoing, you are and shall be solely responsible to verify and ensure the successful renewal of the Incomars Services you use (whether or not such Incomars Services are subject to automatic subscription renewals). Accordingly, you shall be solely responsible with respect to any discontinuation of any Incomars Services previously purchased by you, including due to a cancellation, failure to charge the applicable recurring Fees, or due to any Incomars Services not being subject to automatic subscription renewals. You acknowledge and agree that you shall not have any claims against Incomars in relation to the discontinuation of any Incomars Services or Third Party Services, for whatever reason.

To make sure you don't lose your domain or experience interruptions with your website at the end of your subscription period, we'll automatically renew our service and bill you accordingly, in regular intervals as your initial subscription, unless you turn-off auto-renewal. Some services whether on purpose or mistake

may not automatically renew. You should make sure that your subscriptions are renewed in time.

5.4. Please note: Certain services purchased on or through the Incomars Services non-refundable. These include Third Party Services such as domains, business tools and applications. The terms of each purchased service or application are indicated on the Incomars Website and/or as part of or during the process of purchasing such service or applications. It is your obligation to verify your ability to cancel a service prior to purchasing it. Incomars will not refund any amounts paid for non-refundable Paid Services, applications or Third Party Services & Customised Services applied by Incomars. Please carefully check the terms of each service before buying, since some services are non-refundable.

5.5. Chargebacks

If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your Incomars account ("Chargeback"), this will be considered as a breach of your payment obligations hereunder, and your use of the Incomars Services may be automatically disabled or terminated.

In the event a Chargeback is performed, your User Account may be blocked without the option to re-purchase or re-use it, and any data contained in such User Accounts, including any domains, applications and Third Party Services may be subject to cancellation and Capacity Loss (as defined in Section 6.3 below).

Your use of the Incomars Services will not resume until you re-subscribe for any such Incomars Services, and pay any applicable Fees in full, including any fees and expenses incurred by Incomars and/or any Third Party Services for each Chargeback received (including Fees for Incomars Services provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to Incomars, we encourage you to first contact our Customer Support team before filing a Chargeback or reversal of payment, in order to prevent the Incomars Services from being cancelled and your User Account being blocked, and to avoid the filing of an unwarranted or erroneous Chargeback, which may result in your being liable for its applicable Fees, in addition to re-payment of all the Fees applicable to the Incomars Services purchased (and charged-back) by you.

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the User responsible for such Chargeback did in fact authorise the transaction and make use of the services rendered thereafter.

6. Cancellation

6.1. Cancellation by User

You may discontinue to use and request to cancel your User Account and/or any Incomars Services at any time, in accordance with the instructions available on

the Incomars Services. The effective date and time for such cancellation shall be the date and time on which you have completed the cancellation process on the Incomars Services, and the effective date for cancellation of Paid Services shall be at the end of such Paid Services' subscription period.

Notwithstanding anything to the contrary in the foregoing, with respect to subscriptions to Renewing Paid Services, such subscription will be discontinued only upon the expiration of the respective period for which you have already made payment. Please note that as the cancellation process may take a few days, in order to avoid the next automatic renewal and respective charge of cancellation. You can cancel it at any time but the services that are provided will be stop to the next upcoming payment, if you want so you can go ahead and Activate or Purchase another subscription for your Business or Profession ("Website").

For more information about cancelling your Paid Services, please visit Incomars Help Center. You may cancel your account or any service at any time. Once we process your cancellation request, we will not charge you for any additional subscription renewals.

6.2. Cancellation by Incomars

Failure to comply with any of the Incomars Terms and/or to pay any due Fee shall entitle Incomars to suspend (until full payment is made) or cancel your User Account and User Platform (or certain features thereof), as well as the provision of any related Incomars Services (e.g., Paid Services) or Third Party Services to you.

If you violate any of these terms or fail to make timely payments, we may suspend or cancel your account.

6.3. Loss of Data, Content and Capacity

If your User Account or any Incomars Services or Third Party Services related to your User Account are cancelled (whether at your request or at Incomars's discretion), it may cause or result in the loss of certain content, features, or capacity of your User Account, including any User Content, End User data or other usage data retained therein, and including any domain name reservation or registration that was included in such Service ("Capacity Loss"). Incomars shall not be liable in any way for such Capacity Loss, or for saving a backup of your User Account, User Content or End User data. Please also note that additional Fees may apply to re-activation of a User Account and/or any Incomars Services following their cancellation, as determined by Incomars in its sole Discretion.

7. E-Commerce

7.1. General

The Incomars Services also include certain features which enable you to sell goods, content, media, event tickets and services through your User Platform ("User Products", and collectively – "E-Commerce").

You are solely responsible for your User Products and E-Commerce related activities, and any promotions and related Content contained or referred to in your

User Platform, and compliance with any laws applicable thereto. We are merely providing the platform for you to manage your online E-Commerce activities. We are not involved in your relationship and/or any transaction with any actual or potential buyer of your User Products.

When someone purchases your User Products, the payments for such transactions will be processed through Incomars Payments or through a third-party payment service provider (“Payment Provider(s)”).

You can use our services to sell your products, content and services online.

Incomars may automatically connect you to Incomars Payments to allow you to accept payments from your customers.

You are responsible for all your sales activities, including your relationships with customers and any payment service providers.

7.2. Payment Providers

Depending on your location, upon purchasing certain Premium Plans (as offered on the Incomars Website), Incomars may automatically connect a Incomars Payments account on your name to allow you to accept payments from your customers (That is Third party taken). Any payout from such account is subject to your completion of the Incomars Payments registration process. Such Incomars Payments account shall be governed by the Incomars Payments Terms of Use, which are hereby incorporated by reference. Please read these terms of use prior to publishing your site and accepting payments. Any account connected to other Payment Providers shall be governed by such Payment Provider’s terms of service. We are neither a party to nor are responsible in any way for your

relationship with any such Payment Providers, or for the actions of any of these Payment Providers. You acknowledge and agree that Incomars Payments (if available in your country) will be your default payment provider. If you do not wish to keep either Incomars Payments or any other Payment Provider active, it is your responsibility to deactivate them. We may charge you service fees for event tickets sold through your site.

7.3. Events

Depending on your plan, Incomars may charge you service fees for event tickets sold through your site. You hereby agree to pay such fees, as required by Incomars, and authorise Incomars to instruct its payment processing partners or your Payment Provider, as applicable, to deduct such fees from your relevant transactions, or to otherwise collect such fees.

7.4. E-Commerce Acknowledgments and Warranties

By using any of our E-Commerce features, you acknowledge, warrant and agree that: You shall be solely and fully responsible for all Taxes and fees of any nature associated with your E-Commerce activities, including any Taxes related to the purchase or sale of the User Products, and to collect, report and remit the correct amounts to the appropriate authorities and/or inform your End Users of such and provide them with a duly issued invoice as required by law; Any Taxes indicated by the E-Commerce features provided to you by Incomars are solely provided for illustration purposes only, and may not be relied on in any way; You shall be responsible for and bear all costs of procuring and delivering your User Products, and for providing them in a safe and professional manner,

consistent with industry standards; You are solely responsible for any and all statements and promises you make and for all assistance, warranty and support regarding the User Products, and shall provide true contact information on your User Platform for any questions, complaints or claims; and You may not offer or sell any User Products, or provide any information, Content or material regarding User Products, which may be deemed hazardous, counterfeit, stolen, fraudulent, offensive or abusive; which are prohibited for sale, distribution or use; or which otherwise fail to comply with any applicable laws, including with respect to consumer rights, intellectual property or privacy rights, product safety, trade regulations and sanctions, support, maintenance and export; and – Incomars may, at any time and at its sole discretion, suspend, disable access to or remove your User Platform and/or any User Products - whether or not incorporated, published with or made a part of your User Platform at such time, without any liability to you or to any End Users, including for any Capacity Loss resulted therefrom.

8. Video Services

As part of the Incomars Services, Incomars may provide video services (such as Incomars Video or Incomars Pro Gallery) for managing videos on User Platforms (the "Video Services").

The use of the video services for your User Platform, In addition to the aforesaid in Section 13 of these Terms of Use and without any limitation of liability, you shall fully indemnify, defend and hold its officers, directors, shareholders, employees and agents, harmless from any and all damages and costs, obligations, losses, liabilities

debt and expenses (including attorneys' fees), as accrued, that arise out of or are related to infringement and/or misuse of the patent pool under the MPEG-LA consortium.

If your needs require a more inclusive plan than those regularly offered by us, please contact us at: incomars.com.

9. Third Party Services

The Incomars Services enable you to engage and procure certain third party services, products and tools for enhancing your User Platform and your overall user experience, including, without limitation, domain registrars from which you may purchase a domain name for your User Website, third party applications and widgets offered via the Incomars Website (including the Incomars Products or other provided services), third party Licensed Content, media distribution services, E-Commerce Payment Providers, sellers of tangible products, third party designers who may assist you with your User Platform, etc. (collectively, "Third Party Services").

You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you (bundled or integrated within certain Incomars Services, offered separately by Incomars or persons certified or authorised by Incomars, or otherwise offered anywhere on the Incomars Services), Incomars merely acts as an intermediary platform between you and such Third Party Services, and does not in any way endorse any such Third Party Services, or

shall be in any way responsible or liable with respect thereto. Incomars will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between you and any Third party Services.

You acknowledge that such services may require the payment of additional amounts to Incomars and/or to the providers of such Third-Party Services.

Any and all use of such Third Party Services shall be done solely at your own risk and responsibility, and may be subject to such legal and financial terms which govern such Third Party Services, which you are encouraged to review before engaging with them.

If you use third parties' services, software or goods while using our Services, you declare that you act in compliance with their terms of use. For example, if you use Services ("Web Services") while using the Services, you must comply with the applicable terms and its privacy policy as in the effective version as of the date of use of such services.

While we hope to avoid such instances, Incomars may, at any time and at its sole discretion, suspend, disable access to or remove from your User Account, User Platform(s) and/or the Incomars Services, any Third Party Services – whether or not incorporated with or made part of your User Account and/or User Platform(s) at such time – without any liability to you or to any End Users.

10. Incomars Forum

You can use this service for free, this service is a part of the Just Jolly, in which you can Create and Publish posts. For more responsive and Social.

It's recommended to join the platform ("JUST JOLLY").

You must keep this in mind before Creating and Publishing a post:

1. You must not create or post any nude content ("It can be the cause for the termination of your account").
2. You must not use the forum to do anything illegal ("It can be the cause for the termination of your account").
3. You must be at least 13 years older to use this Forum.
4. You are responsible for keeping your password secure.
5. You must not abuse, harass, threaten, impersonate or intimidate other Incomars users.
6. You must not modify, adapt or hack Incomars or modify another website so as to falsely imply that it is associated with Incomars.
7. You must not crawl, scrape, or otherwise cache any content from Forum or ("Incomars Forum") including but not limited to user profiles and photos.
8. You must not use web URLs in your name without prior written consent from Incomars.
9. You must not transmit any worms or viruses or any code of a destructive nature.
10. You are solely responsible for your conduct and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links ("Content") that you submit, post, and display on the Incomars service.

11. Misconduct and Copyrights

11.1. Misconduct and Abuse

When using the Incomars Services, you may be exposed to User Platforms, User Content or Third Party Services from a variety of sources, which may be inaccurate, offensive, objectionable or illegal. You hereby waive any legal or equitable rights or remedies you have or may have against Incomars with respect thereto. If you believe a User or any Third Party Services acted inappropriately or otherwise misused any of the Incomars Services, please immediately report such User and/or Third Party Service to us via ("Contacting Us"). You agree that your report shall not impose any responsibility or liability upon Incomars, and that Incomars may consider such report and act upon it, refrain from taking any such action or require additional information or documents before doing so, at its sole discretion. If you witness or experience any misconduct or abusive behaviour by anyone using our services, please let us know.

11.2. Copyrights

Incomars acts in accordance with its interpretation of the Digital Millennium Copyright Act ("DMCA"). If you believe that your work has been copied or was otherwise used in a way that constitutes copyright infringement, you may notify us of such infringement via ("Contacting Us"), or otherwise provide the following information in writing to our designated Copyright Agent: (1) the contact details of the person authorised to act on behalf of the owner of the copyright; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the material that you claim to be infringing or

to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit Incomars to locate the material (including URL address); (4) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (5) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorised to act on behalf of the owner of a copyright that is allegedly infringed.

Incomars's will support in this such matter as we're the service provider ("INCOMARS SOFTWARE SERVICES")

Incomars.com

Email: incomarssoftwareservices@gmail.com

OR Contact us at Our Website ("Incomars.com").

In the event that Incomars receives notice regarding a copyright infringement related to your User Platform or User Website, it may cancel your User Account, take your User Platform down or remove any Content in its sole discretion, with or without prior notice to you. In such case, you may file a proper counter-notice in accordance with Section 512 of the DMCA, in which you must include: (1) your full name, address, phone number and physical or electronic signature; (2) identification of the material and its location before removal; (3) a statement under penalty of perjury that the material was removed by mistake or

misidentification; (4) your consent to an appropriate judicial body; and (5) any other information required under the relevant provisions of the DMCA. Any notices filed pursuant to this Section 9 may be deemed accepted, applicable and compliant with the DMCA, or not, at Incomars's sole reasonable discretion. Incomars reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide any details included therein ("If we're also providing our services to them").

12. Disclaimer of Warranties

We provide the Incomars Services on an "As Is", "with all faults" and "As Available" basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty – all to the fullest extent permitted by law. We specifically do not represent or warrant that the Incomars Services (or any part, feature or Content thereof) are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your (or your End Users') contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your End Users (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, we do not endorse any entity, product or service (including any Third Party Services) mentioned on or made available via

the Incomars Services – so please be sure to verify those before using or otherwise engaging them.

Incomars may, at its sole discretion (however it shall have no obligation to do so), screen, monitor and/or edit any User Platform and/or User Content, at any time and for any reason, with or without notice.

Notwithstanding anything to the contrary in the foregoing, in no circumstances may Incomars be considered as a “publisher” of any User Content, does not in any way endorse any User Content, and assumes no liability for any User Content uploaded, posted, published and/or made available by any User or any other party on and/or through the Incomars Services, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, Incomars shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing User Content you or any other party may encounter.

You acknowledge that there are risks in using the Incomars Services and/or connecting and/or dealing with any Third Party Services through or in connection with Incomars Services, and that Incomars cannot and does not guarantee any specific outcomes from such use and/or interactions, and you hereby assume all such risks, liabilities and/or harm of any kind arising in connection with and/or resulting from such interactions. Such risks may include, among others,

misrepresentation of information about and/or by Third Party Services and/or Licensed Content, breach of warranty and/or contract, violation of rights, and any consequent claims.

Incomars does not recommend the use of the Incomars Services for hosting of personal content and shall not bear any security or integrity obligations or risks regarding breach or damage to any such content.

Please note that certain Incomars Services are currently offered in their BETA version, and undergoing BETA testing. You understand and agree that certain Incomars Services may still contain software bugs, suffer disruptions and not operate as intended or designated. Your use of the Incomars Services at this BETA stage signifies your agreement to participate in such Incomars Services' BETA testing.

13. Limitation of Liability

To the fullest extent permitted by law in each applicable jurisdiction, Incomars, its officers, directors, shareholders, employees, working companies and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the Incomars Services; (3) any unauthorised access to or use of our servers and/or any personal information and/or other information stored therein; (4) any

interruption or cessation of transmission to or from the Incomars Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the Incomars Services; (6) events beyond the reasonable control of Incomars, including any internet failures, equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of Incomars Services.

You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for Incomars's services to you, and such limitations will apply even if Incomars has been advised of the possibility of such liabilities.

14. Indemnity

You agree to defend, indemnify and hold harmless Incomars, its officers, directors, shareholders, employees, working companies and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from: (1) your violation of any term of these Terms of Use or any other Incomars Terms; (2) your violation of any third party right, including any copyright, access rights, property, or

privacy right, resulting from your User Platform or User Content and/or your use of the Incomars Services, including, without limitation, Incomars Services' actions for your benefit; and/or (3) any other type of claim that your User Platform and/or User Content caused damage to a third party.

15. General

15.1. Changes & Updates

Incomars reserves the right to change, suspend or terminate any of the Incomars Services (or any features thereof, or prices applicable thereto), and/or cancel your access to any of the Incomars Services (including removal of any materials created by you in connection with the Incomars Services) for any reason and/or change any of the Incomars Terms with or without prior notice - at any time and in any manner.

You agree that Incomars will not be liable to you or to any third party for any modification, suspension or discontinuance of those Incomars Services.

If any such changes involve the payment of additional Fees, we will provide you with a notice of such Fees prior to enabling such specific changes. If you fail or refuse to pay such Fees, we may (at our sole discretion) cancel your User Account (as further explained in Section 6 above), continue to support your then-current Incomars Services without enabling such changes, or provide you with alternative Services.

We may make changes to our services or to these terms at any time.

15.2. Governing Law & Jurisdiction; Class Action Waiver

The Incomars Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the Incomars Services, their interpretation, or the breach, termination or validity thereof, the relationships which result from or pursuant to the Incomars Terms, or any related transaction or purchase, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of India, without respect to its conflict of laws principles.

Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by, a court of competent jurisdiction located in Delhi, India. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Subject to any applicable law, all disputes between you and Incomars shall only be resolved on an individual basis and you shall not have the right to bring any claim against Incomars as a plaintiff or a member of a class, consolidated or representative actions (or any other legal proceedings conducted by a group or by representatives on behalf of others).

Notwithstanding anything to the contrary in this Section 15.2, if you are located in the United States of America, (i) the legal jurisdiction governing all aspects of the payment transaction contemplated by Section 5 between you and Incomars in the Delhi, without respect to its conflict of laws principles, and

(ii) any and all claims and disputes related to such payment transaction contemplated by Section 5 shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Delhi. These terms and our relationship shall be governed by the laws of India. Any disputes between us may only be brought before the courts of Delhi, India.

15.3. Notices

We may provide you with notices in any of the following methods: (1) via the Incomars Services, including by a banner or pop-up within the Incomars Website, User Account or elsewhere; (2) by email, sent to the e-mail address you provided us; and/or (3) through any other means, including any phone number or physical address you provided us. Incomars's notice to you will be deemed received and effective within twenty four (24) hours after it was published or sent through any of the foregoing methods, unless otherwise indicated in the notice.

15.4. Relationship

The Incomars Terms, and your use of the Incomars Services, do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between Incomars and you.

We may provide you with notices via our services, by e-mail or through any other contact means you provided us.

Accepting these terms and services does not form a partnership or any special relationship between us.

15.5. Entire Agreement

These Terms of Use, together with the Incomars Terms and any other legal or fee notices provided to you by Incomars, shall constitute the entire agreement between you and Incomars concerning the subject matter hereof or thereof, and supersede any and all prior or contemporaneous agreements, understandings, promises, conditions, negotiations, covenants or representations, whether written or oral, between Incomars and you, including those made by or between any of our respective representatives, with respect to any of the Incomars Services. You further agree that you are not relying upon any promise, inducement, representation, statement, disclosure or duty of disclosure of Incomars in entering into any of the Incomars Terms.

These terms (together with additional terms) shall constitute the sole and entire agreement between us.

15.6. Assignment

Incomars may assign its rights and/or obligations hereunder and/or transfer ownership rights and title in the Incomars Services and/or Licensed Content to a third party without your consent or prior notice to you. You may not assign or transfer any of your rights and obligations hereunder without the prior written consent of Incomars. Any attempted or actual assignment thereof without Incomars's prior explicit and written consent will be null and void. In any event, an assignment or transfer pursuant to this Section 15.6 shall not in itself grant either Incomars or you the right to cancel any Incomars Services or Third Party Services then in effect.

We may assign our rights and obligations to other parties. You may only do so with our prior written consent.

15.7. Severability & Waivers

If any provision of the Incomars Terms is deemed by a court of competent jurisdiction to be invalid, unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable and will not affect the validity and enforceability of the remaining provisions. No Waiver of any breach or default of any of the Incomars Terms shall be deemed to be a waiver of any preceding or subsequent breach or default.

These terms are independent from each other, in case any of them is found invalid.

15.8. Interpretation

Any heading, caption or section title contained herein, and any explanation or summary under the right “Below there” column, is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way.

These Terms of Use were written in English.

Only the left column is legally binding (this column is just for clarity).

Translated (non-English) versions of these terms are not provided.

15.9. Customer Service Contact

To get in touch with our Customer Service - please use any of the options listed below:

Go to Incomars Help Center which is available at Incomars Website.

Send an email message to: incomarssoftwareservices@gmail.com .

Incomars.com has reserved their rights via these terms of use, you may read those below. Here are some important messages, meanings, and full forms to

help you understand these applicable legal terms to you. By agreeing these Terms of Use (Incomars "Terms of Use"), you're agreeing to the [Incomars Customer Care Terms of Use](#) also, please check the [Incomars Customer Care Terms of Use](#).

We'd like you to collaborate with the Services you order and Purchase the Premium Subscription as per the Service you like to order for and attend for to grow your business or for your professional purpose.

Incomars.com has reserved the right with these legal terms to your users and responsibilities with you and your users, it's mandatory to read and agree these legal terms to use our services with more safety and joy (This help you to understand most freely, our services, our products, Subscriptions and plans. How you can complain even while you're facing some threats, abuses, etc).

THESE TERMS OF USE INCLUDES INCOMARS SOFTWARE SERVICES'S PRIVACY POLICY LOCATED on our website at the bottom, contact us form WHICH IS INCORPORATED AND MADE A PART OF THESE TERMS OF SERVICE.

Key Definitions

"Application" means a computer software program designed to assist an End User in performing singular or multiple related specific tasks on a mobile device, whether for entertainment, gaming, business, utility, information, or otherwise, which program has been developed by a User using the Incomars.com's Services, whether or not such Application has been submitted to or published by

any Application Store (defined below) to be available for downloading by End Users. The term “Application” shall include all related User Content (defined below) and source code used by the relevant User to create the Application.

“Application Store” means a digital distribution platform, whether via mobile application or online via a website that enables End Users to browse, review, and download (whether free or at a cost) mobile applications directly to a mobile device or to a personal computer or computing device and that supports mobile applications developed using platforms available on the Incomars.com's Services.

“Incomars.com's Services Content” means all software and mobile application development tools, other proprietary tools, editorial content, message, information, data, text, software, music, sound, artwork, graphics, images, user interfaces, icons, photographs, videos, answers, questions, scores, suggestions, hints, concepts, ideas, plans, orders, request or the like or any other material provided by or on behalf of Incomars on Incomars Website, as well as the computer programs used to generate the pages on the Incomars Website.

“End User” means any individual or entity that licences the Application or any individual or entity that is granted or may be granted the right to use the Application by You and agrees to be bound by the terms of the licence between You and End User containing, at a minimum, the terms set forth on our website at

the bottom, contact us form and the privacy policy terms set forth on our website at the bottom, contact us form.

“User Content” means any editorial content, message, information, data, text, software, music, sound, artwork, graphics, images, user interfaces, icons, photographs, videos, answers, questions, scores, suggestions, hints, concepts, ideas, plans, orders, request or the like or any other material that any user posts or transmits on the Incomars.com's Website but expressly excludes all Incomars.com Services Content.

“You”, “Your” and “User” means all individuals and/or entities in whatever form accessing or using the INCOMARS Services for any reason.

Acceptance of Terms of Use

Types of License. These Terms of Use (the “Terms”, “Terms-of-use”, or “Terms of Use”) are a legally-binding agreement between You and Incomars.com (“INCOMARS”), regarding use of <https://www.incomars.com/> and other related websites owned and/or operated by Incomars.com and related services (together, the “Website”) as made available by Incomars and/or its authorised distributor(s). Incomars.com makes available the Website, including all content, information, graphics, documents, text, products, services and all other elements offered through the Website (collectively, the “Services”), available for Your use subject to the terms and conditions set forth in these Terms of Use. By accessing and using the Incomars.com Website and Services You agree to be bound by

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