# 1. Product - Terms and Conditions - [Tentative & Subject to change at any instance without notice]

## www.altatechbiz.com

# MASTER PRODUCT AGREEMENT[Updated]





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## MASTER PRODUCT AGREEMENT[Updated]

This Master Product Agreement (this "Agreement") states the terms under which; business entity "ALTA TECHBIZ" hereinafter referred as "Party A", will provide [Any Software, Digital Photos, Hardware or Digital Academy Course(Live or Non Live), Consultation or any artifact from <a href="www.altatechbiz.com">www.altatechbiz.com</a> and its related service; All herein referred as Product] and its related service, if any; to the individual or firm named ("Client; or the purchaser of this Product.") hereinafter referred to as "Party B". This Agreement is also an upgraded and modified version of the above

Original Stamp agreement(not disclosed here) and this agreement supersedes the original agreement.

#### Recitals

- 1. WHEREAS, Client wishes to engage "Party A" for purchase of Product as applicable in accordance to "Party B" 's discretion;
- 2. WHEREAS, "Party A" wishes to provide "Party B" the Product at a Price (pre/post defined, as agreed suitably).

NOW, THEREFORE, in consideration of the obligations and terms set forth in this Agreement, the parties hereto agree as follows:

Price and Payment.

Party B shall purchase the Product at a predefined price from Party A via Party A's website. The Purchase mode is on a Pre/Post Paid basis, as agreed suitably.

Party A has the authority to change the pre-determined/agreed price and the agreement terms at a

Party A has the authority to change the pre-determined/agreed price and the agreement terms at any time at its discretion, without notice.

## Confidential Information.

The term "Confidential Information" includes, without limitation, information relating to (the "Disclosing Parties – Party A") products, software, designs, technical techniques, methods of development, pedagogy or research or any information relating to business operations, customer lists, pricing methods and personnel and organizational data. Party B shall not use Confidential Information for their own benefit, disclose it, or otherwise make it available in whole or in part to third parties without the prior written consent of Party A. Party A also does not authorize Party B for resale via any means.

This agreement and Product is deemed Confidential and applies to this Product.

Warranty Exclusions. Party A EXPRESSLY DISCLAIMS ALL WARRANTIES, GUARANTEES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WORK PRODUCT(this App) PROVIDED UNDER THIS AGREEMENT.

Limitation of Liability. Party A's aggregate liability arising from any Work Product provided under this Agreement, shall be 'Nil' in case this Product gives rise to any kind of damages to Party B. In no event will Party A be liable for lost profits, consequential damages, lost data, or other special or incidental damages of any kind or nature. In addition no claims will be levied of any kind to Party A's personal or business assets or anything else related to it. Party A shall also not provide any refunds to Party B towards the Product purchase in any consequential case. It is also recommended that all Digital Content products(like Digital Non-Live Courses) which go through periodic upgrades may have older versions deleted periodically owing to Digital Cloud Space optimization and Party A will try its best to notify Party B upfront with reasonable timeframe in such cases. Hence, it is recommended that Party B completes the purchased courses within a reasonable time frame and makes individual notes where and if needed, as the Digital Courses are non Downloadable. In case of any such related issues, Party B can reach Party A for resolution and Party A will try its best to resolve it but cannot guarantee the fix. However in exceptional cases, ALTA TECHBIZ may offer a Partial or Full Refund(Product Cost only) but totally at the discretion of ALTA TECHBIZ (Party A). Similarly, in case of Digital content like Software Apps (that may undergo periodic upgrades), newer versions may be purchased at a price(as applicable). However non-purchase of newer versions will not affect the existing older version in any way as long as the original status quo is maintained. We are also currently not affiliated with any other certifying institution, as we believe in our own standards. However, we try to offer High Quality Products to our esteemed customers. In the unlikely event that any of our Products falls below expectation, please let us know and we will try our best to resolve the same at the earliest where possible but we cannot always guarantee a fix.

Please also be noted that we support low work volumes and work limited hours and hence the responses may be delayed. We appreciate your patience.

ALTA TECHBIZ also recommends its esteemed customers to stay in a safe place and ensure all safety precautions especially while availing or using any of our Services and/or Products. We will not be responsible for any adverse consequences in any way; happening to our customers during or after availing our Products/Services.

We(ALTA TECHBIZ) will not be responsible for any of the non performance or adverse consequences while using this Product., due to any reasons. We have successfully tested this Product. Also at all stages, all descriptions and instructions on our website [www.altatechbiz.com] along with this agreement are deemed applicable and we reiterate Party A reserves the right to change the terms and conditions at any time without prior notice. We also assume that all our esteemed customers have read, understood and accepted our website descriptions & instructions along with this and any other related Agreement before Purchase of any of our Products or Services.

Jury Trial Waiver. EACH PARTY WAIVES, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, ANY RIGHT IT MAY HAVE HAD TO A TRIAL BY JURY PERTAINING TO ANY CLAIM OR MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SOW, OR ANY WORK PRODUCT OR SERVICES PROVIDED HEREUNDER.

#### Final Declaration:

This is to confirm, that I(Party B; henceforth below) have read, understood and accepted all related terms and agreements (including all the terms mentioned in our website - <a href="www.altatechbiz.com">www.altatechbiz.com</a>) and clarified the same with ALTA TECHBIZ before purchase of any Product/Service that is available with ALTA TECHBIZ. I also confirm that I do not have any intention to proceed for any juridical or legal stance against ALTA TECHBIZ or any of its Team in case of any disputes that may arise before/during or after anything related to the purchase & use of any Services and Products from ALTA TECHBIZ. I also confirm that I will not get into any kind of brawls/altercation and instead resolve all disputes amicably with simple friendly chat/emails if any. I also confirm that on purchase of any service or Product listed with ALTA TECHBIZ(<a href="www.altatechbiz.com">www.altatechbiz.com</a>), I(Party B) automatically get into this agreement with Party A and do not need any other authentication. We also currently do not authorize any of our esteemed product purchasers to resell our Products, Artefacts and related services by any means.

In all circumstances, the decision of ALTA TECHBIZ(<u>www.altatechbiz.com</u>) & its representing owner's team(Part A) will be deemed the final decision.

Governing Law. This Agreement shall be deemed to be made in, and shall be governed by the laws of the State of Tamil Nadu, India. Any dispute arising out of or relating to this Agreement shall be tried exclusively in a court of competent jurisdiction in Chennai, Tamil Nadu, India.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year of this App purchase date.

ALTA TECHBIZ (Party A)

CLIENT (Party B) – Purchaser of the Product

## 2 General Terms

ALTA TECHBIZ wants all its esteemed active and prospective customers to get good quality and safe services and products from ALTA TECHBIZ, but in the unlikely event of any kind of concerns or loss arising owing to usage of our products or services, we will not be liable in any way.

It is also understood that any prospective or active customer has read the terms and conditions, entire website and clarified with ALTA TECHBIZ upfront before availing any of our Products or Services and that the esteemed customer (prospective/active) has no intention to Sue ALTA TECHBIZ for any reason.

We also currently do not sell/resell our products or services on any other platform apart from Amazon and would also like our esteemed customers to maintain the same status quo by not re - selling our Products/Services on any other platform.

This Software will be shipped to our esteemed Amazon customers via USB. Pen Drive, although utmost care will be taken for shipping, we will not be responsible for any Product damage or malfunction of the Product/encompassing device at your receiving for any reason. However, we do test the Product before shipment.

## Product Name: Net Speed Blaze Fire

<u>Brief Description: Enhance Internet Browsing experience by providing slightly better connectivity and speed.</u>

## **Net Speed Blaze Fire - Read Me Companion**

This is provided additionally as a PDF file/ files, kindly read through it to understand the Steps to Use the Software, Test results, Precautions and more.

We once again thank you for your patient reading and hope you will be our one of our esteemed customer.

Regards – ALTA TECHBIZ

