

# In using this website, you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and any disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to Targo Solutions Pvt Ltd (Parent firm of Partner Pulse). "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Indian Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need-to-know basis only use any information collected from individual Clients. We constantly review our systems and data to ensure the best possible service to our Clients. There are specific offences for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

## Confidentiality

Any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and

therefore will not be divulged to any third party, other than our employees and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

**We will not sell, share, or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.**

## Disclaimer

### Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- Excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## Availability

You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service, you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

## Log Files

We may use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers may automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## Cookies

Like most interactive web sites this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

## Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## Copyright and Trademark

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

## Communication

Targo Solutions Pvt Ltd. is headquartered at #6, 1<sup>st</sup> Cross, Lakshamma Layout, Dodda BAnaswadi, Bengaluru – 560043 (India).

You can contact us by correspondence to the above address, or emailing us at [tech@partnerpulse.tech](mailto:tech@partnerpulse.tech)

## Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## General

The laws of the India govern these terms and conditions. By accessing this website and using our services/buying our product you consent to these terms and conditions and to the exclusive jurisdiction of Bengaluru (India) courts for all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these

Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

Note that our product Partner Pulse uses external API Services and by using our services/buying our product, you are agreeing to be bound by the respective platform's Terms and Conditions.

## Core functionality

Whether it is a shift in social accounts or a break from social media, we

- Create, modify, and delete posts, comments, and reactions on your organization's behalf
- Use your basic profile including your name, photo, headline, and public profile URL
- Create, modify, and delete comments and reactions on your organization's posts
- Use your organizations' followers' data so your organization can mention them in posts
- Retrieve your organization's posts, comments, reactions, and other engagement data
- Manage your organization's pages and retrieve reporting data

## Cancellation

Whether it is a shift in social accounts or a break from social media, we understand and respect your choices. We look forward to making your process of moving on from Partner Pulse easier.

You can cancel your account at any time you choose.

Note: A cancellation request can be raised at any time but the change will only come into effect at the end of your billing cycle.

To make the process more efficient and transparent, we have given you complete autonomy and responsibility for properly cancelling your account. You can stop any campaign execution, or cancel your subscription at any time from the “Edit Profile” page. Only the account owner has access to this page. If you need assistance, then email your request from your registered email address to us.

## Refund

Partner Pulse believes in a fair refund policy. If you forgot to cancel your subscription, or if you haven't used your plan for more than a day after the last charge, we'd be happy to refund your latest charge in full. However, we cannot grant prorated refunds if you've cancelled after using your plan for more than a day.

## Upgrades and Downgrades

You can switch between any plans at any time during your subscription period. When you switch from a higher cost plan to a lower cost plan, you will only be charged for the number of days you used the plan. The remaining amount for the unused time will be saved as Partner Pulse credits in your account which you can utilize for future billing.

In case of an upgrade from a lower cost plan to a higher cost plan, you'll be charged according to your old plan for the number of days you used the plan. We'll adjust the remaining credit amount on a pro rata basis so that you only have to pay the balance amount for the new higher-priced plan.

To raise a request to downgrade your plan, email us at [tech@partnerpulse.tech](mailto:tech@partnerpulse.tech) from your registered email address.

## Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site Clients' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.