

TERMS AND CONDITIONS

These terms and conditions ("**T&C**") shall regulate your use of and access to the Website, services, products, Software, application and platform ("**Services**") provided by InstaDraft. By using our Services, you are agreeing to be bound by these Terms as well as our privacy policy ("**Policy**", available at www.instadraft.co and deemed to be incorporated herein by reference). The Policy and T&C shall be collectively referred to as these "**Terms**".

If you are using our Services as the employee or an agent of an organization, you are agreeing to these Terms on behalf of that organization. We may amend the Terms at any time by posting the amended terms on our Website.

Please note that the statements set forth under the headings "Layman's Terms" are provided as a courtesy solely for your convenience and are not legally binding or otherwise intended to modify these Terms in any manner.

S.NO.	Detailed Terms	Layman's Terms
1.	<p data-bbox="316 898 708 927">Definitions & Interpretation</p> <p data-bbox="325 969 600 999">1.1. In these Terms,</p> <p data-bbox="411 1041 1125 1218">"InstaDraft" refers to Insta Draft Private Limited, an unlisted private company limited by shares, under the provisions of the Companies Act, 2013 with identification number U72200DL2018PTC339805 and any of its affiliates;</p> <p data-bbox="411 1261 1125 1406">"Website" refers to the domain name www.instadraft.co which is owned and operated by InstaDraft and any other associated domain, application, software, etc.;</p> <p data-bbox="411 1449 1125 1550">"Contract" refers to a contract generated, submitted, received, commented on, signed or uploaded by the Customer;</p> <p data-bbox="411 1592 1125 1664">"Customer" & "User" & "You" shall mean any legal person or entity accessing or using the Services;</p> <p data-bbox="411 1706 1038 1736">"We", "Us" & "Our" shall mean InstaDraft; and</p> <p data-bbox="411 1778 1125 1881">"Party" & "Parties" shall respectively be used to refer to the User and InstaDraft individually and collectively, as the context so requires.</p> <p data-bbox="325 1924 1125 1989">1.2. References to any law or statute includes a reference to that law or statute with the rules thereunder, in each case</p>	<p data-bbox="1145 969 1390 1184">By visiting our website and/or using our services, you agree to our terms of use and privacy policy.</p>

	<p>as amended, replaced, supplemented or re-enacted from time to time.</p> <p>1.3. The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.</p> <p>1.4. The use of our Services (including access of the Website) is solely governed by these Terms, and any modifications or amendments made thereto by InstaDraft from time to time, at its sole discretion.</p> <p>1.5. The User acknowledges and agrees that no signature or express act is required to make these Terms binding on the User. User's act of visiting the home page of the Website and/or using any of our Services provided on the Website or otherwise shall be deemed to signify the User's unequivocal acceptance of these Terms, and the User expressly agrees to be bound by the same.</p> <p>1.6. The User unequivocally agrees that these Terms constitute a legally binding agreement between the User and InstaDraft, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any Service that is provided by InstaDraft.</p> <p>1.7. The Parties expressly agrees that InstaDraft retains the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check these Terms and stay updated on their provisions and requirements. If the User continues to use the Website or our Services following such a change, the User will be deemed to have consented to any and all amendments / modifications made to these Terms. In so far as the User complies with these Terms, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter, access and use the Website.</p>	
2.	<p>Regulatory Compliance</p> <p>2.1. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require</p>	<p>Our terms are compliant with applicable laws.</p>

	<p>publication of the rules and regulations, privacy policy and terms of use for access or usage of the Website/Services.</p> <p>2.2. This document is an electronic record in terms of Information Technology Act, 2000.</p>	
3.	<p>Contract</p> <p>3.1. The Customer shall be responsible for verifying compliance with any formalities or other requirements applicable to its contracting activity.</p> <p>3.2. InstaDraft gives no warranty and makes no representations in relation to the suitability of the Service for use in respect of any Contracts.</p> <p>3.3. InstaDraft is not responsible for determining legal or regulatory requirements applicable to the Customer in respect of preparation, retention or deletion of Contracts.</p> <p>3.4. InstaDraft shall not be obliged to make available Contracts to any person other than the Customer.</p> <p>3.5. Customer undertakes to determine whether any person correctly classified as a ‘consumer’ under applicable law is a party to any Contract, and for complying with any formalities or other requirements applicable as a result of such consumer status.</p>	<p>We are not a law firm and we do not provide legal representation, services and/or advice.</p> <p>Please ensure compliance with any formalities, or any specific law for your contracts.</p>
4.	<p>Electronic Communications</p> <p>When the Customer visits the Website or send us an e-mail, it is communicating with InstaDraft electronically. The Customer consents to receive communications from InstaDraft electronically. InstaDraft will communicate with the Customer by e-mail or by posting notices on the Website. The Customer agrees that all agreements, notices, disclosures and other communications that InstaDraft provides to it electronically satisfies any legal requirement that such communications be in writing.</p>	<p>You can visit/contact us, and we can contact you back. Our electronic communication is as good as being in writing.</p>
5.	<p>Customers’ Obligations</p> <p>5.1. The Customer will not, directly or indirectly:</p> <ul style="list-style-type: none"> • reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, 	<p>You will not misuse, abuse, manhandle or copy our services, software, product or website.</p>

<p>documentation or data related to the Services ("Software");</p> <ul style="list-style-type: none"> • modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by InstaDraft or authorized within the Services). • access all or any part of the Services or the Software in order to build a product or service which competes with the Services; • use the Services to provide services to third parties; • license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the employees or agents of the Customer; • use the Services in a manner that is illegal or causes damage or injury to any person or property; • access, store, distribute or use during the course of its use of the Services any malware or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or • attempt to obtain, or assist third parties in obtaining, access to the Services. <p>5.2. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify InstaDraft (at contact@instadraft.com).</p> <p>5.3. The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including modems, hardware, servers, software, operating systems, networking, web servers and the like.</p> <p>5.4. The Customer shall:</p>	<p>You shall arrange for your own equipment, licenses and consents to enjoy our services.</p> <p>InstaDraft shall not be responsible for anything that happens as a result of you violating our terms.</p> <p>We hold the right to terminate our services.</p>
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	<ul style="list-style-type: none"> • provide InstaDraft with all necessary co-operation in relation to these Terms (and all necessary access to such information as may be required by InstaDraft) in order to provide the Services, including Customer Data, security access information and configuration services; • comply with all applicable laws and regulations with respect to its activities; • carry out all its Customer responsibilities in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, InstaDraft may adjust any agreed timetable or delivery schedule as reasonably necessary; and • obtain and maintain all necessary licences, consents, and permissions necessary to enable InstaDraft, its contractors and agents to perform their obligations under these Terms, including providing the Services. <p>5.5. InstaDraft shall not be responsible for anything that happens as a result of the Customer violating these Terms, violating a third-party right, or a third-party claim.</p> <p>5.6. InstaDraft reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material for any reason whatsoever.</p>	
6.	<p>InstaDraft's Obligations</p> <p>6.1. InstaDraft undertakes that the Services will be performed with reasonable skill and care.</p> <p>6.2. The undertaking above shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to InstaDraft's instructions, or modification or alteration of the Services by any party other than InstaDraft or InstaDraft's duly authorised contractors or agents.</p> <p>6.3. If the Services are not provided with reasonable skill and care, InstaDraft will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. This constitutes the Customer's</p>	<p>We will be careful while performing our services. If you feel otherwise, let us know and we will fix it.</p>

	<p>sole and exclusive remedy for any breach of our obligations.</p> <p>6.4. To be clear, InstaDraft:</p> <ul style="list-style-type: none"> • does not warrant that the Customer's use of the Services will be uninterrupted or error-free; and • is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities. 	
7.	<p>Intellectual Property</p> <p>7.1. InstaDraft shall own and retain all right, title and interest in and to:</p> <ul style="list-style-type: none"> • the Services and Software, all improvements, enhancements or modifications thereto; • any software, applications, inventions or other technology developed in connection with implementation or support services; and • all intellectual property rights related to any of the foregoing. <p>7.2. Nothing in these Terms shall operate to assign or transfer any intellectual property rights from InstaDraft to the Customer.</p> <p>7.3. The Customer warrants to InstaDraft that any data it supplies to InstaDraft will not infringe upon the intellectual property rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law or regulation.</p> <p>7.4. The Customer hereby grants to InstaDraft a worldwide, non-exclusive licence to use its trademarks, logos and other necessary intellectual property in any marketing or promotional materials including, but not limited to, on InstaDraft's Website.</p> <p>7.5. "InstaDraft" is a trademark of Insta Draft Private Limited. All rights are reserved.</p>	<p>You will not copy, misuse, sell or infringe upon our intellectual property.</p>

<p>8.</p>	<p>Copyright</p> <p>All content provided on this site is owned by or licensed to InstaDraft ("InstaDraft Content") and protected by the Copyright Act, 1957. InstaDraft and its licensors retain all proprietary rights to the InstaDraft Content. The InstaDraft Content may not be reproduced, transmitted or distributed without the prior written consent of InstaDraft.</p>	<p>We comply with the Copyright Act, 1957, and expect our users to, as well.</p>
<p>9.</p>	<p>Customer Data</p> <p>9.1. The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the data inputted by or for the Customer for the purpose of using the Services (the "Customer Data").</p> <p>9.2. InstaDraft makes no representation, warranty or commitment and shall have no liability or obligation (including to third parties) whatsoever in relation to the use or acts and omissions of any third-party storage facility ("Storage Partner"). InstaDraft recommends that the Customer refers to the Storage Partner's website terms and conditions and privacy policy prior to using the services of the relevant Storage Partner.</p> <p>9.3. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for InstaDraft to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by InstaDraft. InstaDraft shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.</p> <p>9.4. Notwithstanding anything to the contrary, InstaDraft shall have the right to collect and analyse Customer Data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including information concerning Customer Data and data derived therefrom), and InstaDraft will be free (both during and after the term of these Terms):</p> <ul style="list-style-type: none"> • to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other InstaDraft offerings; and 	<p>You will be responsible for the accuracy of your data and its maintenance with a third-party storage facility.</p> <p>We shall not be responsible for any such loss or damage if caused by any third party.</p> <p>We shall enjoy access to your data and disclose the same for the purpose of improving our services and other developmental activities connected with it.</p>

	<ul style="list-style-type: none"> • to use or disclose such data (including to third parties), solely in an aggregate form (or any other form which does not identify any individual natural person) in connection with its business, including for the training of its machine learning algorithms and other data processes deployed by InstaDraft. • To the extent that InstaDraft processes any personal data on the Customer's behalf when performing its obligations under these Terms, the Parties record their intention that the Customer shall be the data controller and InstaDraft shall be a data processor and in any such case: <ul style="list-style-type: none"> – the Customer acknowledges and agrees that the personal data may be transferred or stored outside the territory of India in order to carry out the Services; – the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to InstaDraft so that InstaDraft may lawfully use, process and transfer the personal data on the Customer's behalf; – the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required under any applicable data protection legislation; – InstaDraft shall process the personal data only in accordance with these Terms and any lawful and reasonable instructions reasonably given by the Customer from time to time; and – each Party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage. 	
10.	<p>Third Party Service Provider</p> <p>10.1. The Customer acknowledges that the Services may enable or assist it to access the services or content of or correspond with third-party services (including Slack, Google, Salesforce and any payment processor such as</p>	<p>Our services may link you to other websites/services which shall solely be at your own risk.</p>

	<p>Stripe to which the Services may facilitate access) and that it does so solely at its own risk.</p> <p>10.2. InstaDraft makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or interactions with, any such third-party service.</p> <p>10.3. InstaDraft recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website in connection with the Services.</p> <p>10.4. InstaDraft does not endorse or approve any third-party service nor the content of any of the third-party service made available via the Services.</p>	<p>Please refer to their respective terms and privacy policies.</p> <p>We don't endorse and are not responsible for the content on those websites/services.</p>
11.	<p>Confidentiality</p> <p>11.1. Each Party ("Receiving Party") understands that the other Party ("Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business ("Proprietary Information").</p> <p>11.2. Proprietary Information of InstaDraft includes all non-public information regarding features, functionality and performance of the Service.</p> <p>11.3. The Receiving Party agrees:</p> <ul style="list-style-type: none"> • to take reasonable precautions to protect such Proprietary Information; and • not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. <p>11.4. This Clause shall not apply to any information that-</p> <ul style="list-style-type: none"> • is or becomes generally available to the public, or • was in its possession or known by it prior to the receipt from the Disclosing Party, • was rightfully disclosed to it without restriction by a third party, or • is required to be disclosed by law. 	<p>We won't disclose your sensitive information and you will not disclose our sensitive information.</p>

	<p>11.5. For the avoidance of doubt, InstaDraft may use data or insights provided by the Customer to develop or improve Services provided by InstaDraft to the Customer or any other customers of InstaDraft.</p>	
12.	<p>Indemnity</p> <p>The Customer shall defend, indemnify and hold harmless InstaDraft against all claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services.</p>	<p>You shall ensure that we are not harmed by your use of our services.</p>
13.	<p>Nature of this Relationship</p> <p>InstaDraft is not a law firm and InstaDraft's directors or employees are not acting as the Customer's lawyer or providing legal advice. The use by the Customer of the Services does not create a lawyer-client relationship.</p> <p>The Customer understands that InstaDraft does not practice law and therefore cannot give legal advice that can be relied upon.</p>	<p>We are not your lawyers.</p>
14.	<p>Limitation of Liability</p> <p>14.1. Except as expressly and specifically provided in these Terms:</p> <ul style="list-style-type: none"> • the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use; • InstaDraft shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to InstaDraft by the Customer in connection with the Services, or any actions taken by InstaDraft at the Customer's direction; • all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms; and • the Services are provided to the Customer on an "as-is" basis. <p>14.2. Subject to the paragraph immediately above:</p>	<p>We shall not be liable for more than the fees paid by you to us in the two months prior to your claim.</p>

	<ul style="list-style-type: none"> • InstaDraft shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information (including Customer Data), or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these Terms; and • InstaDraft's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to 100% of the total fees paid by the Customer to InstaDraft in respect of the Services during the 2 (two) months immediately preceding the date on which the claim arose. 	
15.	<p>Data Security</p> <p>15.1. The Customer shall be responsible for maintaining the security of accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer accounts with or without the Customer's knowledge or consent.</p> <p>15.2. The Customer acknowledges that it is responsible for taking back-up copies of data and appropriate precautions to protect the Customer's computer systems against unauthorised access.</p> <p>15.3. If the Customer does anything to or in relation to the Services which is a criminal offence under any law, the Customer's right to use the Services will be withdrawn immediately.</p> <p>15.4. Due to the nature of the Internet, the Services are not guaranteed to be delivered free of all viruses and technical defects of any description.</p>	<p>You will be responsible for your data security.</p> <p>If you commit a crime, we will withdraw our services.</p> <p>Given the Internet, we cannot guarantee our services to be free of viruses or technical defects.</p>
16.	<p>Force Majeure</p> <p>If an event outside our control ("Force Majeure Event") gives rise to a failure or delay in us performing any obligation under these Terms, that obligation will be suspended for the duration of the Force Majeure Event. We shall notify you of such a Force Majeure Event and its expected duration.</p>	<p>If we cannot perform due to reasons beyond our control, our obligations will be suspended, but we will let you know.</p>

17.	<p>Other important terms</p> <p>17.1. These Terms shall constitute the entire agreement between the Parties in relation to the subject matter of these Terms, and shall supersede all previous agreements, arrangements and understandings between the Parties in respect of such subject matter.</p> <p>17.2. If any part of these Terms is, or is found to be, unenforceable under a relevant law, that will not affect the enforceability of the rest of these Terms.</p> <p>17.3. The Customer shall not, without the prior written consent of InstaDraft, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.</p> <p>17.4. InstaDraft may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.</p> <p>17.5. If there is an inconsistency between our communications, documents etc. and these Terms, the provisions in these Terms shall prevail</p> <p>17.6. These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India.</p> <p>17.7. Each Party irrevocably agrees that the courts of New Delhi, India shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).</p>	<p>These terms prevail over all other documents and/or communication.</p> <p>These terms are governed by Indian law and Delhi courts have jurisdiction.</p>