

END USER LICENSE AGREEMENT (EULA)

1. Introduction

This End User License Agreement ("Agreement") is a legal agreement between the user ("User" or "you" or "Users") and JMK Tech World Private Limited ("Company," "we," "us," or "our") for the use of **LogicX** ("the Application"). By signing this Agreement, the User agrees to be bound by its terms and conditions.

The User / Users affirms that they are at least 18 years of age and possess the legal authority to act on behalf of the currently registered company and any companies that may be created in the future under this application. The User acknowledges that they have read, understood, and agree to the terms and conditions of this End User License Agreement (EULA). This Agreement constitutes a legally binding contract between the User, all currently registered companies, any future companies under this application, and the software provider, detailing rights and responsibilities, including use restrictions, liability limitations, and privacy policies. The User consents to these terms on behalf of all registered and future companies under this application and affirms that they are authorized to enter into this Agreement.

If the User does not agree to these terms, they should refrain from using the Application.

2. License Grant

- a) **License:** Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Application for personal and business purposes.
- b) **Restrictions:** You agree not to:
 - i. Copy, modify, or create derivative works based on the Application.
 - ii. Distribute, transfer, sublicense, lease, lend, or rent the Application to any third party.
 - iii. Reverse engineer, decompile, or disassemble the Application, in any case without prior permission from Company.
 - iv. Use the Application for any unlawful purpose or in violation of any local, state, national, or international law.

3. User Conduct

- a) **Prohibited Uses:** You agree not to use the Application for any unlawful or prohibited activities, including but not limited to:
 - i. Violating any local, state, national, or international law.
 - ii. Engaging in fraudulent activities or misrepresenting information.
 - iii. Transmitting any material that is defamatory, offensive, or otherwise objectionable.
- b) **Data Saved:** You are responsible for ensuring the accuracy and legality of all data saved through the Application.
- c) **Account Registration and Security**
 - i. **Registration:** To use certain features of the Application, you may be required to create an account and provide accurate and complete information.
 - ii. **Security:** You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

4. Confidentiality

- a) **Confidential Information:** Both parties agree to maintain the confidentiality of all proprietary information shared during the course of the project. Confidential information includes but is not limited to trade secrets, business strategies, and any other information marked as confidential.
- b) **Disclosure:** Confidential information shall not be disclosed to any third party without prior written consent, except as required by law. Confidential information shall be kept confidential indefinitely and shall not be disclosed under any circumstances, except for legally mandated disclosures.

5. Intellectual Property

- a) **Ownership:** All content, trademarks, and data on the Application, including but not limited to diamond data, software, and documentation, are owned by JMK Tech World Private Limited or its licensors.
- b) **Limited License:** You are granted a limited, non-exclusive, and non-transferable license to access and use the Application for personal / business use.

6. Inventory and Accounting Management

- a) **Data Accuracy:** You are responsible for ensuring that all data entered into the Application is accurate and up-to-date.

- b) **Valuation:** The Application may provide estimated valuations for diamonds based on provided data. These valuations are estimates only and should not be considered final or binding.
- c) **Reporting:** The Application provides various reporting tools for managing inventory and accounting. You are responsible for reviewing and verifying the accuracy of all reports generated by the Application.

7. Termination

- a) **General Termination Rights:** We reserve the right to terminate or suspend your account at any time for violations of these Terms or other conduct we deem inappropriate.
- b) **Non-payment:** In the event of any delay or non-payment of charges, JMK Tech World Private Limited reserves the right to terminate or suspend access to the Application and its Services until full payment is received.

8. Limitation of Liability

- a) **No Warranty:** The Application is provided "as is" without warranties of any kind.
- b) **Limitation of Damages:** In no event shall JMK Tech World Private Limited be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Application.

9. Dispute Resolution and Governing Law

- a) **Informal Resolution:** Prior to initiating any formal legal action, you agree to contact us and attempt to resolve any dispute informally.
- b) **Arbitration:** Any unresolved disputes arising under this Agreement will be finally settled by binding arbitration conducted in accordance with the rules of the Indian Arbitration and Conciliation Act, 1996.
- c) **Fees and Costs:** All costs and fees associated with the arbitration / legal action must be borne by the User. The Company shall not bear any costs or fees in any manner.

10. Indemnification: You agree to indemnify and hold harmless JMK Tech World Private Limited, its affiliates, and their respective officers, directors, employees, and agents from any claims, damages, liabilities, and expenses arising from your use of the Application or violation of these Terms.

11. Changes to Terms: We may modify these Terms at any time. Your continued use of the Application following any changes signifies your acceptance of the new Terms.

- 12. Governing Law:** These Terms are governed by and construed in accordance with the laws of India. Any legal actions arising out of these Terms will be subject to the jurisdiction of the courts located in [India / Gujarat / Surat].
- 13. Entire Agreement and Electronic Acceptance** This Agreement, together with the terms and conditions, constitutes the entire agreement between the End-User and the JMK Tech World Private Limited and supersedes all prior understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof. By electronically accepting this Agreement, the Client explicitly acknowledges their understanding and irrevocable acceptance of all terms and conditions outlined herein. This electronic acceptance carries the same legal weight and enforceability as a physical signature affixed to a paper document, and no further legal papers or stamping are required for this Agreement to be valid and binding. The Client shall be bound by all obligations, responsibilities, and duties stipulated in this Agreement. Any breach of the Agreement by the Client will result in immediate termination of services provided by the JMK Tech World Private Limited without reimbursement and may subject the Client to further legal actions or remedies, as deemed appropriate by the Company. The Client further agrees that any amendments, modifications, or changes to this Agreement, once communicated by the Company and accepted electronically, will carry the same binding effect as the original Agreement.
- 14. Contact Information:** For any questions about these Terms, please contact us at support@jainisha.com.

Acceptance (if not Electronic):

Client Name: _____

Client Signature: _____

**With Stamp if Legal Entity Other Than Personnel

Date: _____