

Terms and Conditions

Our Services

We are Software development organisation which have created number of different products for and around document management industries. "Scan Hisab" is one of our services and we provide following services.

- Online web application which allows accountant and small/medium business to easily manage their accounting using our service and reduce their manpower cost.
- Mobile Application which allow to capture and manage document on web portal.

Both of above applications also allow individual clients to easily manage their account as well as communicate with their accountant.

Your Account on our application.

When you sign-up on our services, you are legally binding a contract to term of our services between yourself and us. We reserve the right, at our discretion, not to accept an application to create a Scan Hisab account. This may be due to technical constraints because you or your business has been banned by us from using the service, we have been unable to adequately confirm your identity or for any other reason.

Demos and Free Trials

You are entitled to request a demonstration or a free trial of the Services (if available), led by us at an agreed time, for the purposes of deciding whether or not the Services meet your requirements ("Demo"). We may also from time to time agree to provide you with access to our Services with only limited functionality so that you can monitor activities by your Partner Clients ("Free Trial").

Features

Additional terms and conditions may apply to certain features of our Services which are available to you as part of your Plan or Bundle.

Licence.

We grant you a non-exclusive and non-transferable limited right to permit the Authorised Users to access and use the Services and the Documentation during the Subscription Period in accordance with these Terms, without the right to grant sublicences ("Licence").

Business use.

The Services are for business use only. 5.9 Provision of Services. We shall, during the Subscription Period, provide the Services and make available the Documentation to you, on and subject to the Terms.

Availability

We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, during the Subscription Period, except for planned maintenance carried out during the maintenance window. Unscheduled maintenance performed outside Normal Business Hours, provided that we have used reasonable endeavours to give you at least 3 Normal Business Hours' notice in advance.

Fair use

When using the Services, you shall comply with fair use of our service. For example, only using the Services to request a reasonable volume of pages for extraction etc. Where we can see the uses of our service is in result of not being fair, we are entitled to restrict or stop the uses of our service to you.

Scan Hisab implements a fair usage policy to ensure that all of our users can have the best possible experience when using our services and products. We expect that majority of our users will not be impacted by this Fair Usage Policy. However, when using our services:

- You must only use our services for legitimate business purposes.
- You must only use services for the purposes advertised, described in any user guides or training guides, or as instructed by us.
- You must not use our services in a way which deliberately games or exploits to your advantage the design of our services, systems or billing plan.
- You must not use our services fraudulently, in connection with a criminal offence, in breach of any law or statutory duty, to send, upload, download, use or re-use any material, which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance (including to our staff) or a hoax in breach of anyone's rights or privacy or is otherwise unlawful.

The examples above are not an exhaustive list of how you could be breaching our Fair Usage Policy. There may be other activities which we reasonably believe to be outside of legitimate use which may also be subject to the terms in this Fair Usage Policy. In addition, if the number of documents you submit to our application is excessive, or if the size of the documents you submit are disproportionately large, this can adversely affect our ability to provide extraction and other services efficiently and effectively to our other users. This type of behaviour may be in breach of this Fair Usage Policy. If in our reasonable opinion, you are abusing the service in a way which exceeds fair usage, we may ask you to moderate your behaviour. We may in extreme or persistent cases, suspend or even terminate your access to Scan Hisab services

Our Liabilities

When you sign-up on our services, you are accepting that you be using our services as provided. Any delay or downtime to our service will be resolved by us in best possible time but we will not be responsible for any of your losses due to our service is not working as expected.

We not liable for any of following cases

- Exclusion of liability for loss caused by others
- Exclusion of liability in relation to circumstances beyond our control
- Exclusion of liability relating to the discovery of fraud etc

We also would like to add that in your interest, we would be liable to do anything possible to make our service available to you as soon as possible.

Exclusion of liability for loss

Scan Hisab will not be liable if such losses, penalties, surcharges, interest or additional tax liabilities are due to the acts or omissions of any other person or due to the provision to it of incomplete, misleading or false information or if they are due to a failure to act on its advice or a failure to provide it with relevant information.

Limitation of Third Party Rights

The advice and information provided by Scan Hisab to you as part of the service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed that a specified third party may rely on our work. No responsibility is accepted to third parties, for any advice, information or material produced as part of their work for you, which you make available to them.

Our obligations

We undertake that the Services will be delivered using reasonable skill and care. We provide support to all users via our website, user forums and by telephone/email. You accept that, although we will use reasonable endeavours to solve problems identified by you, the nature of software is such that no guarantee can be provided that any particular problem will be solved.

Scan Hisab does not warrant that:

- your use of the Services will be uninterrupted or error-free; or
- that the Services, Documentation and/or the information obtained by you through the Services will meet your requirements; and

Scan Hisab 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 you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.

Your obligations

You shall provide us with all necessary co-operation in relation to this Contract in order to provide the Services.

You shall without affecting your other obligations under this Contract, comply with all applicable laws and regulations with respect to your activities under this Contract

In order for Scan Hisab to manage your accounts correctly you agree to protect your account credentials. You should not share your login information to anyone outside your organization.

Proprietary rights

You acknowledge and agree that Scan Hisab and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Contract does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation. We confirm that we have all the rights in relation to the Services and the Documentation

that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Contract.

Confidentiality

Neither party shall disclose the other party's Confidential Information to a third party, except that each party may disclose the other's Confidential Information to its employees, officers, representatives, service providers, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms, provided always that such recipients shall be made aware of the confidential nature of the Confidential Information they receive and shall agree to reasonable confidentiality undertakings to protect such Confidential Information.

Customer Data

You shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. You consent to our use and our hosting provider's use of the Customer Data for the purposes of providing the Services.

Term and termination

This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with explicate request of cancellation, thereafter, the Contract shall be automatically renewed for successive periods of time (each a "Renewal Period") until either party notifies the other party of termination, in writing before the end of the Initial Subscription Period or any Renewal Period.

Cancellation

To terminate the contract or uses of our service, you only need to send us notification or stop paying for your service.

Security

The Account Holder is ultimately responsible for administering and safeguarding any passwords created to control access to its Scan Hisab account: please keep any password issued to you secure. Scan Hisab staff, do not have access to any Account Holder's passwords and will not be able to access your account without the Account Holder's authentication and permission. All transfer of Accounts Holder's data between our servers and any external environment is encrypted.

Retention of and Access to Records

You have a legal responsibility to retain documents and records relevant to your tax affairs. During the course of our work, we may collect information from you and others relevant to your tax affairs. We will return any original documents to you, if requested. Documents and records relevant to your tax affairs are required by law to be retained by individuals and companies for 8 years from the end of the accounting period. Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old. You must inform us if you require the return or retention of any specific documents for a longer period.

Do we use 'cookies'?

Yes, we do use cookies to provide you personalised experience and other services.

Contact

We welcome any queries or enquiries or requests in respect of this notice, you can contact us by sending us an email on: support@devsoftuk.com

Our company registration details are as follows:

Dev Soft UK Ltd

www.devsoftuk.com

Registered office:

520, 5th floor Amby-Vally Arcade,
Near Manisha Garnala,
Opp. Santosa Heights, Uttran,
Surat-394105, Gujarat, India.