

TERMS AND CONDITIONS FOR USE OF THE HUMANETEK WEBSITE

By accessing this Website, you agree to be bound by the terms and conditions appearing in this document and you accept our Privacy Policy, which is available at the website.

In these terms and conditions "We", "Us", "Our" and/or "HPL" means Humanetek (Private) together with its business, and/or the website located at mohafizsecure.com (as may be replaced or amended from time to time) and all associated websites of HPL. "You" or "Your" means you as a user of the Website.

1. INTRODUCTION

This document (together with any documents referred herein) states the terms and conditions upon which We offer, sell and supply the services ("Services") listed on this Site [*insert URL*].

We reserve the right to revise and amend this Site, our disclaimers and the conditions at any time without notice. Your continued use of the Site (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these conditions.

2. ABOUT US

This Site is owned and operated by HPL a company incorporated under the laws of Pakistan.

3. COMMUNICATIONS

3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3.2. We may contact you by email or provide you with information by posting notices on our Site.

4. REGISTRATION AND TERMINATION

4.1. You may be required to register on the Site in order to enjoy avail all the services.

4.2. When registering on the Site you must choose a username and password. You are responsible for all actions taken under your chosen username and password.

4.3. By visiting and/or registering on the Site you undertake:

4.3.1. That all the details you provide to us for the purpose of registering on the Site

and purchasing the Services are true, accurate, current and complete in all respects;

4.3.2. To notify us immediately of any changes to the information provided on registration or to your personal information;

4.3.3. That you are over [*insert age*] or if under [*insert age*] you have a parent or guardian's permission to register with and purchase the Services from this Site in conjunction with and under their supervision;

4.3.4. To only use the Site using your own username and password;

4.3.5. To make every effort to keep your password safe;

4.3.6. To change your password immediately upon discovering that it has been compromised;

4.3.7. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them; and/or

4.3.8. You unconditionally agree to our terms and conditions of service as amended from time to time.

4.4. You authorise us to transmit your name, address and other personal information supplied by you (including but not limited to updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

4.5. We reserve the discretionary right to terminate an agreement formed with you below and to suspend or terminate your access to the Site immediately and without notice to you if: (we are not selling anything via email - its more for information)

4.5.1. You fail to make any payment to us when due (if applicable);

4.5.2. You breach these conditions (repeatedly or otherwise);

4.5.3. You are impersonating any other person or entity;

4.5.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity; and/or

4.5.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Site.

5. DISCLAIMER

5.1. It shall be your responsibility to ensure that any products, services or information available through the Site meet your specific requirements.

5.2. We shall not be liable to you if the Site is unavailable at any time.

5.3. We attempt to ensure that the information available on the Site at any time is accurate. However, we do not guarantee the accuracy or completeness of material on this Site. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of them. We make no commitment to ensure that such material is correct or up to date.

5.4. All drawings, images, descriptive matter and specifications on the Site are for the sole purpose of giving an approximate description for your general information only and should be used only as a guide.

5.5. Any prices and offers are only valid at the time they are published on the Site.

5.6. All prices and descriptions supersede all previous publications.

5.7. Every effort is made to keep information regarding stock availability on the Site up to date. However, we do not guarantee that this is the case, or that stock shall always be available.

5.8. The Site is provided on an '*as is*' and '*as available*' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these terms and conditions or required by law) in relation to the information, materials, content or services found or offered on the Site for any particular purpose or any transaction that may be conducted on or through the Site including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

5.9. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Site or that it shall be timely or error-free, that defects shall be corrected, or that the Site or the server that makes it available are free of viruses or bugs.

5.10. We shall not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Site and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Site.

5.11. We cannot guarantee and cannot be responsible for the security or privacy of the Site and any information provided by you.

5.12. You must bear the risk associated with the use of the internet. In particular, we shall not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful

that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Site or you downloading any material posted or sold on the Site or from any Site linked to it.

5.13. We reserve the right to disclose such information to law enforcement authorities as we reasonably feel is necessary should you breach this agreement.

6. PRICE

6.1. The prices of the Services are quoted on the Site.

6.2. Unless otherwise stated, the prices quoted exclude applicable taxes.

6.3. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before we have commenced providing the Services.

7. COMPLAINTS

If you have a comment, concern or complaint about any Services you have purchased from us, please contact us via email at [*insert email*].

8. INTELLECTUAL PROPERTY

8.1. The content of the Site is protected by copyright (including design copyrights), trade-marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to HPL, moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Site shall remain with us or our licensors.

8.2. You may download or copy the content and other downloadable items displayed on the Site subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Site for other than personal use is expressly prohibited.

8.3. You may retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not any server or other storage

device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site.

8.4. You acknowledge that any other use of the material and content of this Site is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

8.5. No licence is granted to you in these conditions to use any of our trade-marks or those of our affiliated companies.

8.6. Services sold by us and Site content may be subject to copyright, trade-mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

9. SITE USE

You are permitted to use the Site and the material contained in it only as expressly authorised by us under our terms of use.

10. LIABILITY AND INDEMNITY

10.1. We shall use all reasonable endeavours to carry out our obligations within a reasonable period of time but shall not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

10.2. We shall not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations or otherwise for:

10.2.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss);

10.2.2. any loss of goodwill or reputation;

10.2.3. any special or indirect losses;

10.2.4. any loss of data;

10.2.5. wasted management or office time; and/or

10.2.6. any other loss or damage of any kind

suffered or incurred arising out of or in connection with the provision of any matter under these conditions and/or the use of this Site or any aspect related to your purchase of the Services even if such losses are foreseeable or result from a deliberate breach of these conditions by us

that would entitle you to terminate the relationship between us or as a result of any action we have taken in response to your breach of these conditions.

10.3. If you buy any goods or services from a third party seller through our Site, the seller's individual liability shall be set out in their own terms and conditions, for which we do not accept any responsibility.

10.4. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these conditions by you, or any other liabilities arising out of your use of this Site or any other person accessing the Site using your personal information.

11. REVIEWS

11.1. You acknowledge that any review, feedback or rating which you leave may be published by us on the Site and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other Sites, publications or marketing materials.

11.2. You undertake that any review, feedback or rating that you write shall:

11.2.1. Comply with applicable law in the Pakistan; (we are international. Currently serving in Egypt, Argentina and kenya and are going to be expanding soon)

11.2.2. Be factually accurate;

11.2.3. Contain genuinely held opinions (where applicable);

11.2.4. Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving; and/or

11.2.5. Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence.

11.3. You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Site, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.

11.4. You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.

11.5. We reserve the right to publish, edit or remove any reviews without notifying

you.

12. FORCE MAJEURE

12.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ("**Force Majeure**"), which, without limitation, include:

12.1.1. Strikes, lock-outs or other industrial action;

12.1.2. Late, defective performance or non-performance by suppliers;

12.1.3. Private or public telecommunication, computer network failures or breakdown of equipment;

12.1.4. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

12.1.5. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions;

12.1.6. Acts, decrees, legislation, regulations or restrictions of any government; and/or

12.1.7. Other causes, beyond our reasonable control.

12.2. Our performance shall be deemed to be suspended for the period that the event of Force Majeure continues, and we shall have an extension of time for performance for the duration of that period. We shall use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

12.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate our relationship with you with immediate effect upon service.

13. PRIVACY POLICY

13.1. In order to monitor and improve customer service, we sometimes record telephone calls and collect and retain data.

13.2. We shall be entitled to process your data in accordance with the terms of our privacy policy. Please view this document for further information.

14. EXTERNAL LINKS

14.1. To provide increased value and convenience to our users, we may provide links to other Sites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked Site we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

14.1.1. The privacy practices of such Sites;

14.1.2. The content of such Sites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such Sites or resources;

14.1.3. The use which others make of these Sites; and/or

14.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external Sites or resources.

15. LINKING TO THE SITE

15.1. You must not create a link to the Site from another Site, document or any other source without first obtaining our prior written consent.

15.2. Any agreed link must be:

15.2.1. To the Site's homepage;

15.2.2. Established from a Site or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the Pakistan and the law in any country from which they are hosted;

15.2.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it; and/or

15.2.4. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists;

15.3. We have no obligation to inform you if the address of the Site home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

15.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

16. NOTICES

16.1. All notices given by you to us must be given to us at customercare@gmail.com

16.2. Notice shall be deemed received and properly served immediately when posted on our Site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it shall be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

17. GENERAL

17.1. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

17.2. No waiver by us of any of these conditions shall be effective unless it is expressly stated to be a waiver.

18. GOVERNING LAW AND JURISDICTION

18.1. The Site is controlled and operated in Pakistan.

18.2. The conditions brought into being as a result of usage of this Site shall be governed by the laws of Pakistan and you irrevocably agree to submit to the exclusive jurisdiction of the courts of Islamabad, Pakistan.