

## **Terms of Services**

Last updated 01 Dec 2022

### **PLEASE READ THESE TERMS OF SERVICE CAREFULLY AND CONFIRM YOUR ACCEPTANCE BEFORE AVAILING OUR SERVICES**

GATEntry is the property of and operated by PIONEER DIGI SOLUTIONS Pvt. Ltd., having its offices at PIONEER TOWER, 169/8 Model Town, Gurgaon, Haryana, 122001 India (**"GATEntry"**).

GATEntry is a Software-as-a-service and Internet-of-Things based, tech-enabled visitor management solution which persons subscribing hereto (**"Subscribers"**) can install and use to sign-in visitors to their various premises (**"Visitor(s)"**), notify the Subscriber's personnel (i.e., hosts of meetings with Visitors, hereinafter **"Hosts"**) of the arrival of such Visitors and automatically print visitor badges and log the relevant data of Visitors (**"Service(s)"**). The solution is composed of the GATEntry web and the cloud-enabled dashboard (**"Dashboard"**) to centrally manage the kiosk(s) at which such application is installed (collectively, **"Platform"**).

By using the Platform, you signify that you have read, understood and agreed to be bound by these terms of service (**"Terms of Service"**) and any applicable law, whether or not you are a Subscriber of the Platform. By accessing or using our services in any way, you agree to be bound by all the applicable Terms of Service. If you do not agree with these Terms of Service, please do not access and/or use the Platform.

For the purposes of these Terms of Service, "we", "our" and "us" shall mean GATEntry and "you" and "your" shall mean you as a Subscriber.

"Party" shall mean either GATEntry or the Subscriber and **"Parties"** shall mean GATEntry and the Subscriber collectively.

#### **1. ELIGIBILITY**

- You represent and warrant that you are competent and eligible to enter into a legally binding agreement and be bound by these Terms of Service. In case you are agreeing to these Terms of Service on behalf of your employer or a corporate entity, you hereby represent and warrant that you are duly authorized to do so.
- You shall be eligible to upload or modify information pertaining only to yourself and the Hosts, subject to you obtaining the affirmative consent of each Host prior to uploading his or her data (**"Host Data"**) on to the Platform.
- You are not permitted to access and use this Platform if you do not meet the above eligibility criteria.

#### **2. SUBSCRIBER ACCOUNT, PASSWORD & SECURITY**

- The Platform's registration process can be completed using your valid email ID and/or such other methods as prescribed in the login window of the Website, from time to time and paying the fees due therefor. You will receive a password and account designation (**"Account"**) upon completing the aforesaid registration process. You shall be: (i) responsible for maintaining the confidentiality of your Account and the password; and (ii) fully responsible for all activities that occur under your

Account. You agree to: (a) immediately notify us of any unauthorized use of your Account or any other breach of security; and (b) ensure that you logout from your Account at the end of each session. GATEntry cannot and will not be liable for any loss or damage arising from your failure to comply with this Clause 2.1.

- Your Account will need to be renewed periodically, as may be stipulated by GATEntry from time to time, by paying the fees applicable therefor.
- Any and all personal records submitted at the time of creating your Account ("Subscriber Records") shall, at all times, belong to you. The same shall be collected and maintained by GATEntry as per the terms laid down in our privacy policy available at ("Privacy Policy").

### **3. PAYMENT OF FEES**

- You agree to pay GATEntry the fees according to the specified plan and Services being availed by you. Details of subscription plans, payment and term of such subscription plans are set out on our website. Such fees are exclusive of all applicable taxes in any jurisdiction, which shall be borne by you at actuals. All payments shall be made in advance. Delay or failure to pay the agreed fees shall be a ground for suspending or terminating the Services, without any further notice.

### **4. USE OF WEBSITE: FEATURES & FACILITIES**

- You shall, pursuant to creating your Account, be authorized to use the Platform in conjunction with the hardware (as set out in Clause 5 below) for the Services. The Platform may be used by you to, inter alia, sign-in Visitors, record their relevant data ("Visitor Data") for future visits, notify the Hosts and print out Visitor badges. All Visitor Data shall be collected by you subject to such Visitor's providing affirmative consent thereto.
- Upon creating your Account, you shall be able to access the Dashboard to examine inter alia the Visitor Data and Host Data.
- You may avail of certain premium services, as and when listed on the Website, against payment of the amounts specified therein. GATEntry reserves the right to vary the type and scope of such premium services and/or discontinue the same from time to time at its sole discretion and without prior notice thereof.
- For the purpose of providing and improving the Services, GATEntry may collect and use data relating to the usage of the Services, including without limitation monitoring and analyzing usage and traffic patterns of its Website, Platform and Services. Such usage data: (a) is not Host Data or Visitor Data; (b) does not include any personal information about you, the Hosts or the Visitors; and (c) is owned by GATEntry.
- GATEntry will also provide online and/or telephonic support services on all working days of the week in India, during its business hours. GATEntry shall endeavor to resolve any problems or matters at the earliest upon receipt of your complaint at GATEntry.

## **5. HARDWARE**

- The Dashboard may be accessed by you from any computer, mobile or tablet with internet connectivity ("Tablet"). To this end, you shall be solely responsible for procuring appropriate and secure internet connectivity to enable access to and use of the Platform. GATEntry may, at its sole discretion, provide you with a Tablet when you subscribe to the Platform, provided that such Tablet will be provided at your cost.
- In addition, thereto, GATEntry may, at its sole discretion, provide you with additional hardware ancillary to the use of the Platform, including: (i) a badge printer; and (ii) a stand for the Tablet, provided that such additional hardware will be provided at your cost.
- For the avoidance of doubt, in the event that GATEntry provides you any hardware upon your subscription to the Platform, you hereby agree and acknowledge that you will avail of such hardware at your sole risk and cost. GATEntry's provision of any hardware shall not be construed to imply GATEntry's endorsement of such hardware or responsibility for the functioning thereof. You shall be solely responsible to ensure the hardware is suitably maintained and GATEntry shall not be responsible for any misuse, damage, latent defects or functionality of the hardware. GATEntry expressly disclaims any and all warranties pertaining to the hardware and will provide you with available documentation and reasonable assistance, at your cost, in the event you choose to exercise any warranties against the manufacturers or dealers of the relevant hardware.

## **6. SUBSCRIBER GUIDELINES**

- In consideration of GATEntry granting you access to the Platform; you hereby agree not to upload Host Data or collect Visitor Data in a manner that would be in violation of any applicable laws and/or in violation of these Terms of Service and our Privacy Policy. You shall not use the Platform in any manner that could damage, disable, overburden, or impair any GATEntry server, any network(s) connected to any GATEntry server, or interfere with any other Subscriber's use and enjoyment thereof. You shall not attempt to gain unauthorized access to any functions and features, other Subscriber's accounts, computer systems or networks connected to any GATEntry server, in any manner, including, through hacking, password mining or any other unlawful means. You shall not obtain or attempt to obtain any materials or information through any means which is not intentionally made available through the Platform.
- You agree not to upload, post, transmit or otherwise make available any Host Data or Visitor Data which:
  - i. you do not have any rights to;
  - ii. may violate or infringe any right of a Host/Visitor;
  - iii. may violate any applicable law;
  - iv. disrupts, interferes with, or otherwise harms or violates the security of the Platform; and/or
  - v. Otherwise violates these Terms of Service.

- The Platform and Website is made available to you for the purposes stated herein. You shall not, directly or indirectly through third parties: (i) make and/or distribute copies of the Platform or Website's underlying source code; (ii) attempt to copy, reproduce, alter, modify and/or reverse engineer the Platform or Website's underlying source code, in whole or part; and/or (iii) create derivative works of the Website or any component of the Platform.
- You are responsible for any and all activities that occur in, through or from your Account. Further, any and all operations emanating from your Account and on the device through which you access the Dashboard or the Tablet (as defined below), shall be assumed to have been initiated by you. You agree to notify GATEntry immediately in the event of an unauthorized use of the Account, device, Tablet or any other form of security breach that could give rise to a violation of these Terms of Service. GATEntry shall not be liable for any loss to you or the entity you represent owing to negligent actions or a failure on your part to inform GATEntry, within a reasonable time, about any unauthorized access in your Account, and/or loss or theft of your Tablet, either with or without your knowledge.
- You shall request GATEntry to disable the Account and change the password immediately for the Account, if your Account has been compromised or your Tablet has been lost or stolen.
- You shall be fully liable and hold GATEntry or any other party harmless for losses incurred due to a third party's use of your Account.

## **7. INTELLECTUAL PROPERTY POLICY**

- GATEntry and its licensors are the owners of the underlying source code associated with the Platform and GATEntry's website <https://GATEntry.in> or <https://GATEntry.app>, hereinafter "Website") and all the trademarks, copyright and any other intellectual property rights of any nature associated therewith.
- The data, images, graphics, text, reports generated, trademarks, trade names, etc. on the Platform and Website ("GATEntry Content"), constitute our and/ or our licensors' intellectual property. The Platform and Website, including GATEntry Content, is protected by copyright laws in all applicable jurisdictions.
- You may access the Platform, avail of the features and facilities and utilize GATEntry Content as a visitor management solution for your personal or internal requirements only. You are not entitled to duplicate, distribute, create derivative works of, display, or commercially exploit the Platform or GATEntry Content and their respective features or facilities, directly or indirectly, without our prior written permission. If you would like to request permission to commercially exploit any particular GATEntry Content, you may contact us in the manner provided for herein.
- All suggestions, enhancement requests, feedback, recommendations or other inputs provided by you or any other party relating to the Services, Website or Platform shall be owned by us, and you hereby do and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by us.
- You, or the Hosts or Visitors, as the case may be, own any data, information or material that is provided, submitted or compiled during the course of using the Services. We have no ownership rights in or to the Host Data and/or Visitor Data.

You shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to collect and use the Host Data and/or Visitor Data. You permit and grant us and our licensors the right to use the Host Data and/or Visitor Data only as necessary to provide the Services under these Terms of Service.

- You hereby permit us to use your name, website address and logo in our marketing material including website, email campaigns, brochures etc. during and after active engagement.

## **8. DATA PROTECTION**

- **No Sensitive Personal Information:** You represent that you shall not use the Services to collect, manage or process sensitive personal information (such as passwords; financial information such as bank account number or credit card or debit card number or other payment instrument details; physical, physiological and mental health conditions; sexual orientation; medical records and history; or Biometric information) and shall be solely responsible with regard to the nature and extent of the information collected from the Hosts and Visitors.
- **Location:** You agree that we may process the Host Data and Visitor Data in any location of GATEntry, its affiliates, partners and service providers. In case the applicable laws of the jurisdiction in which you operate require otherwise, you will bring the same to our notice and we shall mutually agree to take such steps as may be required to be compliant with the same.
- **Application of EU – GDPR:** In case we are required to process any Host Data and Visitor Data to which the provisions of the European Union’s General Data Protection Regulation apply, you will bring the same to our notice and we shall mutually agree to take such steps as may be required (including executing a data protection addendum) to be compliant with the same.
- **Restricted use of Data:** We will not use, or allow anyone else to use, Host Data and Visitor Data to contact any individual or company except as directed or otherwise permitted by you. We will use the Host Data and Visitor Data only in order to provide the Services and only as permitted by applicable law, these Terms of Service and the Privacy Policy.
- **Aggregate and anonymized data:** We may monitor use of the Services by all our Subscribers and use the data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Host Data, Visitor Data and/or identify you.
- **Security Measures:** We will adopt and maintain appropriate organizational and technical safeguards for the protection of the security, confidentiality and integrity of the Host Data and Visitor Data.

## **9. THIRD PARTY SERVICE PROVIDERS OR THIRD-PARTY SOFTWARE**

- We may use third-party service providers, including application service providers and hosting service providers, for rendering any of the Services hereunder without seeking further consent from you, but we will continue to be responsible for such Services. We, will however, not be responsible for any third-party service providers

engaged by you or any third-party software that may be procured by you, whether with or without our consent and notwithstanding that the same may be integrated with the Services.

## **10. CONFIDENTIALITY**

- Confidential Information
  - i. As used herein, “Confidential Information” means all confidential information disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Subscriber Records, Host Data and Visitor Data; our Confidential Information shall include the Services; and Confidential Information of each Party shall include the terms and conditions of these Terms of Service as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party, if any. However, Confidential Information (other than Host Data and Visitor Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- Protection of Confidential Information
  - i. The Receiving Party shall use the same degree of care to protect Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). It shall not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Service and except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its service providers’ employees, consultants, contractors and agents who need such access for purposes consistent with these Terms of Service and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

## **11. Compelled Disclosure**

- We reserve the right at all times to disclose any information, including Host Data, Visitor Data and Confidential Information, when compelled to so by any applicable law, regulation, legal process or governmental request; however, we shall, if permissible, provide you notice of the same.

## 12. COMMUNICATIONS

- Accepting these Terms of Service signifies your express consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf at any contact number, or physical or electronic address provided by you while creating your Account. You further agree to us contacting you in any manner, including without limitation, SMS, calls using prerecorded messages or artificial voice, calls and messages delivered using auto-telephone dialing system or an automated texting system, and notifications sent via the App, Dashboard or Website. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via SMS.
- You certify, warrant and represent that the Subscriber Records that you have provided to us are your details and not someone else's. You represent that you are permitted to receive calls or SMS at each of the telephone numbers you have provided to us and emails at each of the email addresses you have provided us. You agree to alert us whenever you stop using particular telephone number(s) and/or email address(es).
- To correct or update any Subscriber Record you have provided, you may do so online. In the event of loss of login credentials, you can retrieve your password by clicking on the 'forgot password' option on the login page.

## 13. DISCLAIMERS

- The Platform, Website and the functions and features therein are provided on an "as is" and on an "as available" basis. GATEntry expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. GATEntry makes no warranty that the Platform or Website shall meet your requirements, be uninterrupted, timely, secure, and/or error free; nor does GATEntry make any warranty as to the results that may be obtained from the use of the functions and features or as to the accuracy, reliability and/or quality of the GATEntry Content.
- GATEntry shall make reasonable efforts to make the Platform, Website and the functions and features available at all times, except for Planned Downtime or force majeure. "Planned Downtime" shall mean the period during which the Services may be shut down for planned maintenance of the Platform. To the extent possible and reasonable, such downtime will be scheduled during non-business hours for majority of our customers such as weekends and public holidays and at least 24 (twenty-four) hours' prior notice will be provided.
- GATEntry shall not be liable for the loss and/or damage of the Subscriber Records and/or Host Data or Visitor Data as a result of an event or a series of related events, that is beyond the control of GATEntry, including failures of or problems with the internet or part of the internet, attempted hacker attacks, hacker attacks, denial of service attacks and/or viruses or other malicious software attacks or infections.

#### **14. INDEMNIFICATION**

- We shall defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought against you by a third party alleging that the use of the Services as contemplated hereunder infringes the intellectual property rights of such third party; provided that you (i) promptly give us written notice of the claim; (ii) give us sole control of the defence and settlement of the claim (we shall however not settle any claim unless it unconditionally releases you of all liability); and (c) provide us, at our cost, all reasonable assistance.
- You shall defend, indemnify and hold us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought against us by a third party alleging that Host Data, Visitor Data or your use of the Services infringes the privacy rights or intellectual property rights of, or has otherwise harmed, a third party or violates any law or regulation; provided, that we (i) promptly give you written notice of the claim; (ii) give you sole control of the defence and settlement of the claim (you shall however not settle any claim unless it unconditionally releases us from all liability); and (c) provide you, at your cost, all reasonable assistance.

#### **15. EXCLUSION AND LIMITATION OF LIABILITY**

- IN NO EVENT SHALL GATENTRY BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER ARISING, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF GATENTRY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ON ACCOUNT OF, INCLUDING WITHOUT LIMITATION: (I) DAMAGE OR LOSS OF DATA OR PROFITS; (II) ACCESS, USE OR PERFORMANCE OF THE PLATFORM'S FUNCTIONS AND FEATURES; AND/OR (III) INTERRUPTIONS, DELAY, ETC. THIS CLAUSE SHALL SURVIVE IN PERPETUITY.
- EXCEPT FOR ANY LIABILITY ARISING DUE TO BREACH OF CONFIDENTIALITY OBLIGATIONS, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, FRAUD OR OTHER WILFUL MISCONDUCT, THE ENTIRE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, IS LIMITED TO AND SHALL NOT EXCEED THE FEES PAID/PAYABLE BY THE SUBSCRIBER TO GATENTRY IN THE 12 (TWELVE) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

#### **16. TERMINATION**

- These Terms of Service shall be effective from the date of registration of your Account and be binding between you and GATEntry for the period of the specified plan chosen by you, unless terminated earlier in accordance with the terms hereof.
- The term may be renewed for a further subscription period in accordance with the specified plan chosen by you.
- Accounts that are not renewed in accordance with these Terms of Service shall be deactivated and permanently deleted after a period of 30 (thirty) days from the date due for renewal.



- In case you choose to stop using any of the Services before the expiry of the relevant term, you may do so, without GATEntry being liable to refund any Services fees already paid by you. You will be liable to pay all Service fees payable for the remainder of the term.
- We may suspend access to your Account after giving 15 (fifteen) days' prior written notice to you, in case any amounts remain due and payable upon completion of the payment period set out in the specific plan chosen by you.
- We may also suspend access to your Account with immediate effect if (i) there is unauthorized access to your Account; (ii) your use of the Services is in violation of applicable laws or regulations; or (iii) your use of the Services poses a risk to the Platform or other subscribers of the Services.
- If the reason for the suspension continues for a period of 15 (fifteen) days, we may proceed to terminate your Account, without prejudice to other remedies that may be available under these Terms of Service or applicable laws.
- Either Party may terminate these Terms of Service for cause: (i) upon 30 (thirty) days' prior written notice to the other Party on grounds of a material breach, if such breach remains uncured at the expiration of such period; or (ii) immediately, if the other party becomes the subject of insolvency, bankruptcy, liquidation or other such proceedings and the same are not stayed by a competent court within a period of 6 (six) months therefrom.
- Upon expiry or termination of any of the Services, all payments that are due and payable therefor shall immediately become due and payable. We shall not be liable to provide any refunds to you, except, where you have terminated on grounds of our material breach, we shall refund pro-rata any fees for the unexpired portion of the relevant term.
- For a period of 90 (ninety) days following expiry or termination, we will retain the data stored by you on the Platform. Within this period, you can request us to keep the account active for an additional fee or provide a copy of the data stored in your Account. Upon completion of the afore-mentioned period of 90 (ninety) days, we will permanently delete all data in your Account, without retaining any copy thereof. You agree that we are not liable for any such deletion of data.
- All terms hereof, which by their nature survive termination (including but not limited to terms pertaining to intellectual property rights, data privacy, confidentiality, indemnity and dispute resolution) shall survive the expiry or termination of these Terms of Service.

#### **17. Updates**

- GATEntry reserves the right to update the Platform, in order to, inter alia, increase efficiency, optimize subscriber interface, and add new features and/or facilities, from time to time. Any modification or addition of features/changes made specifically for the Subscriber shall be at an additional cost, as mutually agreed between the Parties

#### **18. RIGHT TO MODIFY TERMS OF SERVICE**

- GATEntry reserves the right to update or modify these Terms of Service at any time without prior notice. Your access and use of this Platform following any such change constitutes your deemed acceptance to be bound by these Terms of Service, as updated or modified from time to time. For this reason, you are advised to review these Terms of Service each time you access and use the Platform.

#### **19. SEVERABILITY**

- If any part of the Terms of Service is held invalid or unenforceable by a court of competent jurisdiction, that part shall be severed to the limited extent required to make it valid and enforceable and the remaining sections shall remain in full force and effect. In such an event, you shall be obligated to give effect to the intent thereof to the fullest extent permitted by law.

#### **20. FORCE MAJEURE**

- Neither of us shall be liable for failure to perform any obligations hereunder (other than any payment obligation) which is caused by supervening conditions beyond our reasonable control, including without limitation acts of God, civil commotion, strikes, labour disputes, internet service interruptions or slowdowns, vandalism or hacker attacks, or governmental demands or requirements.

#### **21. DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION**

- In the event of any claim or dispute arising out of or in connection with these Terms of Service, including any question regarding its validity or termination, it is agreed that prior to initiating any legal action reasonable endeavor shall be made to resolve any dispute by good faith negotiations. If, for any reason, the claim or dispute cannot be resolved within 14 (fourteen) calendar days of initiating such negotiations, the claim or dispute shall be referred to arbitration. The arbitration proceedings will be conducted by a single arbitrator, mutually appointed by you and GATEntry, in accordance with provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder. The arbitration will be held in Bangalore, India. The language for arbitration shall be English. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- These Terms of Service shall be governed by the laws of India.
- Subject to Clause 21.1 above, the courts in Bangalore shall have exclusive jurisdiction with respect to any dispute arising hereunder.

#### **22. RELATIONSHIP BETWEEN THE PARTIES**

- No joint venture, partnership, employment, or agency relationship is created between you and GATEntry as a result of these Terms of Service or use of the Services.

### **23. ASSIGNMENT**

- You may assign your rights hereunder in the event of a merger or acquisition of all or substantially all of your assets; in all other cases, our prior written approval shall be required for assignment and the same shall not be unreasonably withheld. We may assign these Terms of Service to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law; in all other cases, your prior written approval shall be required for assignment and the same shall not be unreasonably withheld

### **24. NO WAIVER**

- The failure of either Party to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such Party in writing.

### **25. NOTICE**

- Any notice or other communication required or permitted under these Terms of Service shall be given in writing (by registered post or email) to the other Party to the addresses out below: If to Subscriber: to the addresses provided by you in the Subscriber Records; and if to GATEntry: to the attention of Ms. Tanisha, Pioneer Tower, 169/8 Model Town, Gurgaon, Haryana, India. Email ID: Support@GATEntry.com

### **26. ENTIRE AGREEMENT**

- These Terms of Service and the Privacy Policy, modifications or addenda from time to time constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.