



Moxx is a boutique consulting services provider based in Mumbai, India focusing on business solutions on open source platforms. Combining open source technology solutions with innovative delivery models, Moxx seeks to help businesses, educators and governments provide value-driven services to their customers. Moxx is led by ex-SAP and ex-Oracle consultants, with years of experience in ERP and CRM implementations in Australia, USA, Europe and Asia. Moxx is a contributor to WebERP codebase.

WebERP Starter Plan

Terms & Conditions

The terms and conditions (T&Cs) set forth herein records the agreement between _____("You") and Moxx Consulting ("Moxx"). By using Moxx Consulting's Services, and any other Support services along with Moxx Consulting, or any other products or services of Moxx Consulting, you agree to be bound by the T&Cs hereinafter.

Fees are subject to change without notice. A list of current fees per package should be available on the site from where you downloaded this document. Unless otherwise specified in any offer or promotion, the fees published in this document at the relevant time, will apply to all transactions.

The contract between you and Moxx Consulting is effective from the earlier of (1) the activation of your account or (2) your receipt of an email from Moxx Consulting confirming your order.

Moxx Consulting shall be free to offer promotional rates from time to time, which may or may not be more favorable than the terms under which you entered this agreement. Any such rates shall not affect the existing rights / responsibilities of each party. Moxx Consulting reserves the right to change the rate charged for any such fee under this agreement with 30 days' notice however no promotional offers / rates can be combined.

Payment/s of fees can be made by Paypal as per rules on the Sourceforge.net marketplace. Payment would be in advance, unless specifically stated otherwise. Payments shall be made in US dollars. The provision of Services from Moxx will be subject to receipt of payments.

Solutions provided by Moxx are based on products created for general masses available on As Is Basis without any warranties unless specifically mentioned. **Moxx** shall charge an extra amount for customization if the user is interested to upgrade / customize the chosen Package.

Package specific terms

Moxx will provide a no-obligation assessment of your hosting infrastructure to determine whether you can host WebERP. This assessment is provided As-is and without warranty on a best effort basis.

Moxx would setup the latest stable version of the application on a server chosen by you. The current plan does not include server acquisition and hosting.

Moxx will provide you with a set of spreadsheets downloadable from our site, which allow you to setup the application with your company data. The standard package does not include custom data setup, and is limited to data provided by you in the standard

WebERP Starter Plan

Terms & Conditions

format.

Moxx will make all reasonable efforts to upload data provided by you to the server installation within 2 working days: this may vary depending on the amount and complexity of the data provided, and is not guaranteed. Moxx will notify you in case of delays in data migration.

Moxx will provide 3 hours of training to staff chosen by you (upto 20 users in a session) using a Dimdim account. Alternatively, you may choose any other means of collaborating. You may record the meeting(s) for internal consumption.

Moxx will provide 3 hours of support either using an online helpdesk, email or Skype. Moxx may also call you back on issues: calls are deprecated in order to maintain lower costs, and will be limited to 5 minutes.

Moxx will provide 3 hours of consulting assistance. We recommend that you schedule it 15 days after the basic installation, so that you get time to familiarize your team, and also get internal inputs on key customization requirements.

Moxx will provide a free assessment of customization needs, and a quotation for the same, based on the consulting session. You agree to keep the assessment document confidential, and not share with other parties as per this agreement.

Data Security: Moxx Consulting does not rent, sell or share your database and we will not disclose any of your database to third parties. Moxx may not harvest any database for any purposes including but not limited to sending or facilitating unsolicited bulk communications .

You are at all times, is entirely responsible for maintaining the confidentiality of your and all other user id's and passwords, as the data requires complete security from users end.

ACCESS

You are responsible the activities under your account. You agree to notify Moxx Consulting immediately of any unauthorized use of your account / breach of security. Moxx will not be liable for any loss as a result of someone else using your password or account.

PACKAGE

Moxx provides hosting and support services for open-source applications suitably modified for your business requirements. Moxx however does not claim ownership of the open-source application in any way and as such provides the application on an "as is" basis. All copyrights are owned by the respective developers.

Moxx Consulting' services may be used for lawful purposes; You agree and assure Moxx not to:

- violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws;
- engage in any activity that causes / may harm minors; or
- perform any activity which is likely to cause such harm;
- take any action which encourages or consists of any threat of harm of any kind to any person or property;
- carry out any "denial of service" or any other harmful attacks on application or internet service or;
- make any inappropriate, illegal or otherwise prohibited communication to any Newsgroup, Mailing List, Chat Facility, or other

Contact us:

+919819602644

www.moxx.in

sales@moxx.in

WebERP Starter Plan

Terms & Conditions

Internet Forum;

- make or attempt any unauthorized access to any public website or the website of any of Moxx's customer;
- you agree not to upload, post, distribute, transmit or otherwise make available any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to:
 - (a) infringement of any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
 - (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity;
 - (c) any confidentiality obligation.
 - collect or attempt to collect personally identifiable information of any person or entity without their express written consent and you shall maintain records of any such written consent throughout the terms of this agreement and for three years thereafter;

You agree to the licensing terms of the application. All work however, can be used by Moxx at other customer's sites or may be publicly released after approval by you.

During the term of this agreement you may have access to certain information and materials relating to Moxx Consulting's business, customers, software technology and marketing which Moxx treats as confidential (hereinafter "Confidential Information"). You agree to at all times during the term of this agreement and otherwise as set forth herein:

- hold in confidence, and not disclose or reveal to any person or entity, any "Confidential Information" without the express prior written consent of Moxx; and
- not use or disclose any of the "Confidential Information" for any purpose at any time, other than pursuant to your rights under this agreement for the purpose intended. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for three (3) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

You agree that upon the assignment of your Customer ID and password you will maintain confidentiality of your account information and assume all responsibility of any loss, theft or other destruction of data as the result of access to your account via the use of your customer ID and / or your password.

The term of this Agreement shall be subject to the acceptance / provision of Moxx Consulting's service by either party.

In case of subsequent renewal, Moxx Consulting will inform the account holders to renew the account 15 days in advance via email. In case of non-renewal of the services, the account will be withdrawn and you may not have any access to the data entered by you or your users.

TERMINATION

This agreement and all of its terms shall remain in full force and effect until terminated by either party. Termination shall include the removal of any and all of your information from the Moxx servers. Such information or data may be made available to you by Moxx after any such termination, on a best-effort basis.

Moxx Consulting as empowered under this agreement may terminate this Agreement immediately or if,

Contact us:

+919819602644

www.moxx.in

sales@moxx.in

WebERP Starter Plan

Terms & Conditions

- any payment is more than fifteen (15) days overdue,
- in case of any material breach of any of the provisions of this Agreement that is not cured within ten (10) days by you upon receiving notice thereof from Moxx, or
- any breach of the provisions this agreement.

In the event of any termination any service fees paid in advance beyond the next renewal date following the notice period will be refunded to you. It is however clarified that this refund shall not include any set-up fees, Domain Service fees or other fees which are all non-refundable.

Accounts that are thirty (30) days past due shall be automatically suspended and all past due and unpaid balances are subject to collection through collection agencies. All collection action/s, will be at your risk and costs.

DISCLAIMER

WE SHALL NOT BE LIABLE, FOR ANY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROJECTS, DAMAGE TO COMPUTER SYSTEM OR DAMAGES FOR LOSS OF PROFITS / DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE / PERFORMANCE OF THE SITES / SERVICES. ARISING IN CONTRACT, TORT OR OTHERWISE FROM THE USE OF OR INABILITY TO USE A APPLICATION, OR ANY OF ITS CONTENTS, OR FROM ANY ACT OR OMISSIONS AS A RESULT OF USING AN APPLICATION OR CONTENTS OR FOR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF INFORMATION CONTAINED ON THE SITE.

NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER ARE MADE BY TIL AS TO THE (A) ACCURACY, ADEQUACY, RELIABILITY, COMPLETENESS, SUITABILITY OR APPLICABILITY OF THE INFORMATION TO A PARTICULAR SITUATION; (B) THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE APPLICATION WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (D) ANY ERRORS IN THE APPLICATION WILL BE CORRECTED. ALL SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

You agree that the Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal, on which Moxx Consulting has no control. Moxx Consulting, therefore, accepts no responsibility for any information which you may receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the reputation of the individuals with whom you may deal.

REMEDY

You specifically hereby waive any claim for damages of any kind whether direct, indirect, special, exemplary, punitive, incidental or consequential, loss of profits or loss of business as the result of any action taken in response to any claim of copyright infringement without regard to whether or not the material claimed to have been infringing is later found to be infringing.

The sole remedy available to you as the result of any breach of this agreement, negligence, or any action or failure to act whether intentional or otherwise shall be limited to the maxim of the total amount of relevant application service fees paid by you for the Package at Moxx Consulting..

INDEMNITY

You agree to fully defend and indemnify and hold Moxx Consulting any / all third party claims, action, demands, costs, damages, direct / consequential, specifically including lawyers fees and costs, as the result of any breach or claim of breach of this agreement.

SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be

WebERP Starter Plan

Terms & Conditions

deemed to be severed from the Agreement.

DISPUTE / ARBITRATION / JURISDICTION

Any claim, dispute or controversy with respect to, in connection with or arising out of this Agreement shall be subject to and decided by arbitration exclusively within jurisdiction of New Delhi. The appointed arbitrator must have substantial experience with respect to IT Laws. The arbitration proceeding shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996. Arbitration proceedings shall be commenced within thirty (30) days of receipt of a written notice. The award will be final and binding upon the parties in accordance with applicable law.

Agreement shall exclusively be subject to Mumbai jurisdiction and shall be interpreted under the Indian Laws, without regard to any conflicting laws.

FOR MOXX CONSULTING

DATE:

NAME:

ROLE:

Contact us:

+919819602644

www.moxx.in

sales@moxx.in