

Terms of Use

LAST UPDATED ON JUL 17 2020

We at **Xacmaz Technology Pvt. Ltd.** (“our”, “us”, “we”, “Company”) have developed the Blue Sky Analytics website available at: <https://blueskyhq.in/> and (ii) the web and mobile application available at <https://aqi.breezo.in/> and BreeZo respectively. (collectively referred to as “**Platform**”). We, via our Platform (i) provide our users (“you”, “your”, “yours”) access to high-resolution and high-frequency environmental data, as well as our newsletter, reports, research articles, videos and updates; and (ii) develop tools to understand and predict climate change. Our mission is to enable you and other stakeholders improve environmental monitoring globally.

These terms of use (“**Terms**”) govern how you access and use the Platform and any of our services therein, including (i) any API tools (“**APIs**”) developed by us (ii) newsletter, reports, research articles, videos and updates developed by us (“**Research Material**”), (iii) any chatbots developed and made available by us on any platforms, including but not limited to the Platform, any third party social media websites and instant messaging sites (collectively referred to as “**Bots**”); and (iv) online service, data and information, or products developed by us and made available on the Platform, including BreeZo (available at: <https://blueskyhq.in/products/>), any other affiliated website in relation to these products operated exclusively by us (collectively “**Services**”). Please read these Terms carefully before you access and use the Platform or any Service as they constitute the agreement between you as our users and us. Your use of the APIs and any of the Services may be subject to further terms and conditions, as may be released by us from time to time and your use of the APIs and the Services shall be subject to your compliance with such additional terms as well.

By accessing or using the Platform or the Service, or by CLICKING “I AGREE,” “SUBMIT”, OR THE LIKE (*if provided*) indicating acceptance electronically, you have read, understood, and agree to be bound by these Terms and to the collection and use of your information as set forth in our Privacy Policy (available at: [Privacy Policy](#), incorporated by reference into these Terms).

We may revise these Terms as well as update the Platform and our Services from time to time, so please keep visiting this page regularly. If you do not agree with any part of these Terms, please stop using the Platform immediately.

1. Eligibility and Use

In order to use or access our Platform and services, you must be competent to enter into a contract under applicable laws. If you continue using the Platform, then you represent and warrant to us that you are competent to enter into a valid and binding contract under applicable laws. In the event you access or use the Platform or Services for and on behalf of a legal entity (whether a single or multiple entities), you represent and warrant that you have the authority to bind such entity (and its affiliates or associated entities) to these Terms.

To access certain features offered by the Platform, you may need to create a user account (“**User Account**”). To create a User Account (*as and when applicable*), you will need to provide us your contact details (e-mail address, telephone number, mailing address etc.), age/date of birth, or any other information required you to provide the services on our Platform. You will also be required to create a unique username and password. You will be responsible for maintaining confidentiality of your User Account, password, and restricting access to your computer or mobile device, and you hereby accept responsibility for all the activities that occur on your User Account. You acknowledge that the information you provide does not infringe any third party rights. If you know or have reasons to believe that the security of your BlueSky User Account has been breached, you should contact our grievance officer immediately as per the contact information provided in these Terms. If we find a security breach or suspected security breach of your User Account, we may require you to change your password, and/or temporarily or permanently block your User Account without us incurring any liability.

In addition, you agree to comply fully with all applicable export laws and regulations to ensure that neither the Services, nor any data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

2. Grant of license

Subject to your full compliance with these Terms, we grant you a non-assignable, non-exclusive, non-commercial, revocable, non-transferable, limited license to access and use the Platform and Services solely for your personal or internal business purpose (*as the case may be*) as authorized under and in accordance with these Terms. You do not have any permission to download, copy, install, or use the Service for any other purpose without our prior written consent.

Some parts of the Service (including APIs) may be subject to an open-source copyright license

agreement and use of said Services will therefore also be governed by the open-source license terms provided with the said Service. We may, in our sole discretion, add or remove functionality from the Platform, including releasing new products, Research Materials, and APIs from time to time.

3. Opt-Out Request

If you provide us with your email address then, we may send you Research Materials and any information we deem relevant regarding our Services, including release of new services or modification to the features of the Services. If you do not wish to receive such messages and notifications and would like to unsubscribe from our mailing lists, you may do so by contacting us at support@blueskyhq.in. Do note that we may still send you information we deem necessary and in your interest despite your unsubscribing from our mailing list.

4. Use of Bots and Chatboxes

We may develop Bots and allow you to connect with us via various social networking sites as well as instant messaging platforms (“**SNS Sites**”). Please note that your use of the SNS Sites is subject to the terms of use and privacy policies of these SNS Sites, and by using the Bots via the SNS Sites you represent and warrant that you have the permission and authority to use such Bots. If you access the Bots via our Platform, then we may require you to share your email ID and/or phone number with us.

You further represent and warrant that using the Bots shall not make us liable in any manner, whatsoever for any loss of information, changes to your SNS Site account privileges and benefits, or any other loss or liability that may be suffered by you.

Subject to the privacy policy of the SNS Site and governing the use of the SNS Site account, any personally identifiable information that you post on such SNS Site may be visible to us. If your SNS Site account becomes unavailable or our access to the same is terminated by the SNS Site or you, the content which was being accessed by us through such SNS Site account or provided to us by you would no longer be available to us.

5. Third-Party Data and Content

In order to host the Platform and provide you the Services we may use various third-party data, software and/or services. While we have appropriate agreements in place with these third parties, we

do not accept any liabilities that may arise from our use of/reliance on such third-party data or services.

We may also share content, reading material, information and links to secondary websites on the Platform. However, this does not mean we endorse these third parties or their content or require you to visit these websites, unless provided otherwise expressly. These third-party service providers have their own terms of use and privacy policies and your use of their services shall be subject to these terms. You should use the data and/or avail such services only after you have read their terms of use and privacy policies. If you accept or use any of the data or services provided by such third parties, then you alone shall be liable for any consequences of such use. Further, if you use any third-party service providers to access any of our Services, then your use may be subject to the terms and conditions of such service providers as well.

6. Disclaimers and Limitations

All the data and information on the Platform and Services is invalidated at the time of publication and may be amended, without notice, at any time. While we have exercised reasonable skill and care in compiling the information on the Platform, under no circumstances will we, our employees or agents be liable in contract, tort or otherwise for any direct or indirect, special or consequential loss, injury or damage including loss of revenue, loss of reputation or good will, loss of profit, compute or device failure, lost or corrupted data, interruption of business, arising directly or indirectly use or access of the Platform, the Services and/or APIs or reliance on the information so provided to you.

We accept no responsibility for any of the information that we communicate or Services we provide to you in good faith. We are not responsible for any losses that you might incur from any inaccuracies in our information and data. Our services are provided on an “as is” basis without any representations or warranties, express or implied except otherwise specified in writing. We do not warrant the quality of the Platform, or Services, including its uninterrupted, timely, secure or error-free provision, or continued compatibility for your use. You further agree and understand that in the event that the data sets available become erroneous or unavailable then we may not be able to provide any Services, information or data to you and any information provided to you may be unusable.

7. Intellectual Property

All rights, interest and title in all content, all images, illustrations, graphics, video clips, text, reports generated, databases, utility models, underlying technology, firmware, software, know-how, designs,

ideas, discoveries, inventions, improvements, underlying codes and algorithm, mask works, moral rights, trade secrets, copyrights, trademarks, patent, rights of publicity, trademarks, service marks, logos and designs, data analysis, data models, data sets, formulae and processes, and any upgrades, fixes, improvements or modifications thereto in relation to the Services, Research Material, APIs, API documentation, products or Platform (“**Intellectual Property**”) unconditionally vests with us and constitutes our exclusive Intellectual Property.

You only have a limited, non-assignable, non-exclusive, non-commercial, revocable, non-transferable license to access our Platform and use its various features for your personal and/or internal business use and lawful requirements only. You do not have the right to duplicate, distribute, creative derivative works of display, or commercially exploit our Intellectual Property, directly or indirectly, without our prior written permission. In the event that you create any derivative works using our Intellectual Property without our explicit written permission then we shall have all ownership and beneficial rights in such derivative work free of charge.

We shall further have a worldwide, non-exclusive, sub-licensable, perpetual, royalty-free and irrevocable right to use any and all text, images, profile information, data, video, content, materials, information or communications, feedback, or hyperlinks to any of the foregoing, that you provide to us, for (i) any marketing as well as product or Service improvement, (ii) formulating reports based on your information and data (in aggregate and anonymous form) to optimize and benchmark our Services for other customers, and (iii) perform such other actions as may be reasonably necessary in connection with your use of the Service. You agree that any feedback or communication you provide to us as provided herein is unsolicited and without restriction and does not place us under any fiduciary or other obligation, and that we are free to use the same without any additional compensation to you, and/or to disclose it on a non-confidential basis or otherwise to anyone. In the event that you provide us with your name, likeness, or image then we shall also have a worldwide, non-exclusive, sub-licensable, perpetual, royalty-free and irrevocable right to use such name, likeness, and images for marketing purposes.

We are committed to ensuring that none of the information or content on the Platform violates the law or infringes third-party intellectual property rights. While we preliminarily review content on the Platform, we are not an adjudicatory authority and cannot determine definitively whether any content violates the law or infringes third-party intellectual property rights. However, if you report any content to us, and if in our reasonable opinion the content so reported violates these Terms, then we will, within 36 (thirty-six) hours of making such a determination, take down such content.

8. Privacy Policy

These Terms incorporate our Privacy Policy available at: *[insert link]* by reference (“**Privacy Policy**”). The Privacy Policy provides the manner in which we collect, retain, share, store, and processed your data and information. It also enumerates your rights and our privacy practices. Please go through the Privacy Policy carefully before you start using our Platform and Services.

9. Limitation of liability

Neither we nor any of our affiliates and respective investors, directors, officers, employees or agents shall be liable for any special, incidental, punitive, direct, indirect or consequential damages or losses suffered as a consequence of the use of or the reliance on the Platform. In any case, our total aggregate liability arising from any Dispute shall never exceed Rs. 500 (Rupees Five Hundred).

10. Indemnification

You agree to indemnify and hold harmless us as well as our affiliates and the respective investors, directors, officers, employees and agents thereof from any and all costs, losses, damages, liabilities, claims, including third party costs, claims and damages arising from your breach of these Terms, or from your use of the Platform or Services.

11. Restriction on Use

You will not introduce any trojans, viruses, any other malicious software, any bots or scrape our Platform for any information. Additionally, you will not probe, scan, or test the vulnerability of any system, security or authentication measures implemented by us. You will not: (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer, decode or decompile, modify, alter, scrape, or create derivative works of any part of the Platform, or Service, remove any copyright notices and proprietary legends from the Service; (ii) use the Platform or Service in any manner or for any purpose that violates any applicable law; (iii) use the Platform or Service in any manner that could reasonably be interpreted to suggest that the use represents our views. If you do or attempt any such acts, we may terminate your use of the Platform or Services. We may further report such actions to the appropriate law enforcement authorities and proceed against you with legal actions.

You further covenant that you shall not, whether directly or indirectly identify us or display any portion

of the Platform on any site or service that disparages us or our products or services, or infringes any of our intellectual property or other rights. You shall not identify or refer to us, the Platform or any products or Services made available by us in a manner that implies an endorsement or any relationship between us.

You will provide all required notices, and obtain all required consents, that relate to your use of the Platform and Services, and that allow us to receive and use content as permitted under these Terms, including from individuals who use websites, applications, or other products or services that you incorporate the APIs or portions of the Services into and any content that you may receive in relation to the same.

12. Term and Termination

This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the Platform and/or Services; and/or (ii) terminate this agreement and your use of the Platform or Services with or without cause.

Upon termination of these Terms, you shall destroy and remove from all websites, applications, computers, hard drives, networks, and other storage media all copies of the Service and/or APIs, you shall stop using all aspects of the Service, and you shall certify to us that such actions have occurred. We shall have the right to inspect and audit your websites, applications, and facilities to confirm the foregoing.

13. Grievance Officer

Sections 5 (Disclaimers and Limitations), 6 (Intellectual Property Rights), 7 (Limitation of Liability), 8 (Indemnity), 11 (Term and Termination), Section 12 (Grievance Officer) and Section 13 (General Provisions) shall survive termination of this agreement.

In order to address any questions or grievances that you may have regarding the use of the Platform, please contact our grievance officer ("**Grievance Officer**") in the following manner:

Name: Tejasvini Puri

Email: support@blueskyhq.in

14. General Provisions

Modification We reserve the right to modify, suspend, or discontinue the Platform and any Services provided via the Platform (in whole or in part) with or without notice to you, in our sole discretion. This includes requiring you to create a user account and providing us with certain personal information to us, as well as charging you a fee for any of the Services we deem fit. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Platform or Services or any part thereof. If a modification to these Terms, or use restrictions is unacceptable to you, you should immediately stop and discontinue your access and use of the Platform and the Services. Continued use of the Platform and/or Service will be deemed acceptance of any such modifications.

Disputes

These Terms and any action related thereto will be governed by the laws of New Delhi. Any disputes arising out of or related to the Terms, Platform, or the services (collectively, "**Dispute(s)**") shall be subject to the jurisdiction of the courts located in New Delhi. Any and all Disputes shall be referred to and finally resolved by arbitration, held in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendment or modification thereto. The arbitral tribunal shall consist of a sole arbitrator appointed by you and us mutually. The seat and venue of arbitration shall be New Delhi. The language of the arbitration proceedings shall be English. Each party shall bear its own expenses and costs in relation to the arbitral proceedings, unless otherwise stated in the award.

Assignment

You shall not assign or transfer any right or obligation that has accrued to you under these Terms, and any attempt by you to assign or transfer such rights and obligations, shall be null and void. We may assign or transfer any right or obligations that accrued in our favour, at our sole discretion, without any restriction.

Waiver

Unless otherwise stated expressly, any delay or failure in our exercising of any rights/remedies arising out of these Terms and/or other policies available on the Platform, shall not constitute a waiver of rights or remedies and no single/partial exercise of any rights or remedies, hereunder, shall prevent any further exercise of the rights/remedies by us.

Copyright Notice If you believe that that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify us at legal@blueskyhq.in with the following information in writing:

Identification of the copyrighted work that you claim has been infringed;

Identification of the material that is claimed to be infringing and where it is located on the Service;

Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and e-mail address; and

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law.

Communications

You consent to receiving communications from us electronically. This shall include notifications, promotions, advertisements and other communications related to our Platform, information and other content and services. We will communicate with you by e-mail, through push notifications on your computer or mobile device, or by posting notices on the Platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any legal requirement that such communications be in writing. You agree that in case there are any changes to any information provided by you to us, including your e-mail address and other contact details, you will be solely responsible to update them regularly. If we send any communication by e-mail, it shall be sent to your e-mail address available on the records created by you on the Platform and it shall be deemed to have been received by you once it is reflected as sent in the outbox of our e-mail id.

Severability

If any provision of these Terms is held illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any such provision held invalid, illegal or unenforceable shall be substituted by a provision of similar import reflecting the original intent of the parties to the extent permissible under applicable laws.

Updates

We may update, change and alter these Terms without notice to you. Please visit this page from time to time to remain aware