



**USER GUIDE**

**WARRANTIES AND DISCLAIMERS:**

The company provides services using commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things we do not promise about our services. Other than expressly set out in these terms or additional terms neither company nor its suppliers or distributors make any specific commitments about the content with in the services, the specific function of the services, or their reliability, availability or ability

to meet your needs .

**ASSIGNMENT**

It is expressly agreed by the parties that the company may assign or part of its rights or duties under the agreement and without notice to the user, expect to the extent provided by law. All obligators of the company as provided for under this agreement shall stand assigned and the user shall have no further claim against the company.

**DISCLOSURE**

Notwithstanding anything the company reserves the right to disclose any information to that is required to be shared, disclosed or made available to any governmental administrative, regulatory, or judicial authority under any law or regulation applicable to the company.

**RELATIONSHIP**

None of the provisions of the user agreement shall be deemed to constitute a partnership of agency between your an the company in any manner whatsoever

**GOVERNING LAW**

The agreement shall be governed by laws of India, The courts of law at Kolkata shall be

exclusive jurisdiction over any dispute arising under this agreement

**ENTIRE AGREEMENT**

these terms of service constitute the entire agreement between the parties with respect to the subject matter hereof and superseded and replaces all prior contemporaneous understandings of agreements, written or oral regarding such subject matter.

**SURVIVAL**

Rights and obligations under the Terms and which by the nature should survive, will remain in full effect termination or expiration of the terms.

**WAIVER**

Any express waiver or failure to exercise promptly any right under the terms will not create a continuing waiver or any expectation of non enforcement

**SEVERABILITY**

If any provision of the term is held invalid by any law or regulation of any government, or by any court or arbitrator the parties agree that such provision will be replaced with a new

provision that accomplishes the original business purpose, and these provisions of the terms will remain in full force and effect

**INSTALLATION PROCESS**



Apps You Need  
Mobile App

**REGISTRATION PROCESS**

- 1. Click on the icon of the application
- 2. Register, sign up, and activate will appear on your mobile display
- 3. Click on the register
- 4. Now fill the registration details as per required

**TERMS & CONDITIONS**

This software Ultimate Security is an exclusive property of YMS Mobitech Pvt. Ltd. All rights title and interest to the same are owned and held solely by the company. Unless otherwise stated, copyright and all intellectual property rights trademarks and logos appearing with this software are property of this company, its parents, affiliates

and associates and are protected under applicable law. You agree not to infringe upon any trademark or logo or other proprietary information contained herein. Any infringement shall be vigorously prosecuted and pursued to the fullest extent permitted by law. these Terms of Use govern your use of Ultimate Security ( Software). You ( user) agree to use Ultimate Security subject to use terms and conditions of use as set out here in

**1. Acceptance of Agreement**

Your Acceptance of this Agreement shall be deemed to be accorded upon the occurrence of any of the following: a) opening of the product pack), or (b) Installation or the use of the software whether directly or indirectly Or (c) registration of the Software or, (d) physically signing orally or electronically accepting these terms of Agreement whichever occurs first

**2. Use of Software**

The user expressly confirms that the use of this software is restricted to the personal use of the User and shall not be used for any other purpose whatsoever. The use of the Software is to backup contacts of the user's handset on a remote server and to be used as an Anti Virus tool for mobile

device.

It is expressly agreed upon by the Parties that nothing contained in this agreement shall be construed as a guarantee of assurance for the protection, data wipe, virus detection or storage of the user's data and shall merely assist the user to backup contact onto a remote secured server subject to the fulfillment of the conditions outlined in clause 5 herein below and shall under no circumstances this Agreement shall be constructed as a guarantee or assurance to the user for authenticity, extent and reliability of the storage backup for such data or the prevention of any unauthorized access of the same. As a condition of your use of the software, you will not use the software for any purpose that is unlawful or prohibited by these terms, conditions and notices. You will not use the software in any manner that could damage, disable, overburden, or impair or interfere with any other parties' use and enjoyment of any software. you will not attempt to gain unauthorized access to any other account through hacking, password mining or any other means

**SOFTWARE INSTALLATION**

It is expressly agreed by the parties that the installation of the said Software shall be done in the manner and as per the instruction provided by the company in the accompanying instructional manual. It is specifically stated by the company shall in no way of responsible for the installation of the said Software on the handset of the user and user shall be solely responsible for the same. In the event that the user has not properly installed the said software the user hereby confirms and states that company shall not be responsible for the same. Upon installing the said Software on the handset as per the instructions contained in the accompanying instructional manual and inserting a valid license code provided in the product pack .The user is required to register the product through the application to get the username and password. It is expressly stated by the company that in the event the user has obtained an invalid, fake or unauthorized licensed code, the company shall not be responsible for registration of the same and software shall not be activated.

The username and password allotted to each user is unique and must be kept strictly confidential by the user. In the event that the user makes any unauthorized disclosure of the username and password, the company shall not be responsible for any loss of data resulting as a consequence.

**HANDSET COMPATIBILITY**

The company hereby clarifies that the said software shall not be installable on any mobile handset suffering from any manufacturing defect or hardware or software deficiency. It is further clarified that the said Software will be only compatible with the android handsets and tabs and the user is advised to verify the same prior to purchas, installation or activating of same Software on their handset. In no circumstances shall the company be liable for any failure to install or operate the software on an incompatible handset and the user hereby accepts and confirms the same.

**Terms & Conditions of Use**

It is expressly agreed by the parties that the terms and condition for use of the software are as follows:

- a) The user further acknowledges and confirms that the installation of the software shall be

done in the manner provided in the installation instruction provided by the company. Any deviation from the prescribed installation procedure may result in a failure of the software to operate successfully and their user hereby confirms that the company shall not be responsible for the same.

b) It is Expressly stated by the company that there must be available sufficient storage space/ memory for installation and functioning the Software on the user's handset. In the event of insufficient memory of storage of data, the company shall not be responsible in any manner of loss/ potential loss of the same.

C) It is expressly agreed by the Parties that during the subsistence of the "Support" period as provided for herein below, the company shall at its sole discretion, in the event of a software crash for reasons directly attributable to the company, make available such downloads to the user as the company may at its discretion feel necessary for the re- installation or re- activation of the software

**LICENSE PERIOD**

The software will be valid for a year on one mobile device from the date of registration and can be renewed. The license period can vary as

per the application installed

**INDEMNITY**

The user hereby agrees to defend indemnity and hold the company harmless from any and all claims, demands, actions, liabilities costs or damages arising out of the user's use of the software, and legal disclosures made by the company in relation to the software or any breach of this agreement by the user. The user further agrees to pay the company reasonable attorneys and "expert witnesses" fees and costs arising from any actions or claims by third party.

**SUPPORT PERIOD**

The company hereby warrants provides the user with service support which shall be limited to providing the user with software patches & updates from time to time, further assisting the user with trouble shooting in relation to the use of the software as may be required from time to time. The set support may be provided by the company via email or telephonically, At the sole discretion of the company, is expressly understood by the parties that the services port shall specifically exclude the following & the user hereby confirms and accepts the same.

- a. Service support for any third party software, settings, content data or links, whether included or downloaded to the mobile phone handset and whether included during installation or otherwise acquired by the user from any source.
- b. Cover errors, defects or failure of the software to operate occurring as a consequence of the (I) normal wear and tear of the handset (II) defects caused by rough handling of the handset (including, without limitation, defect caused by sharp items, by bending water, compressing or dropping etc ... or (iii) other acts beyond the reason able control of the company however, in the event a genuine defect not caused by any action of the user. The company may at its so discretion provide the user a reload of the software at no additional cost.
- c. Defects or alleged defects caused by the fact that the handset was used with, or connected to, any other handset, computer, accessory or software not supported by the company or was used otherwise than for its intended use.
- d. Errors, defects or deficiencies resulting from improper handling, Installation or the use of the software by the user.

e. Errors, deficiencies or defects for which the company has provided technical or operational support at an earlier date and which have not been implemented by the user within a reasonable time frame.

f. Errors, deficiencies or defects resulting from the use of pirated or unauthorized version of the software.

g. Errors, deficiencies or defects caused by the failure of the software to install updates provided by the company from time to time.

**LIABILITY OF COMPANY'S SERVICES**

Under no circumstances the company and the companies distributors and the suppliers will be held responsible or liable, in any way, for any content which in legal opinion is derogatory threatening defamatory. Obscene or offensive or offends public sensibilities or morals and shall also not assume liability for any errors or omissions in any content. Or any loss or damage of any kind ensured as a result of the

use of any content posted or stored on the handset, or any infringement of another's rights, including intellectual property rights. You specifically agree that the company and the company's distributors or suppliers are not responsible for such content & stored on the handset. The User further absolves the company and the company's distributor or suppliers from all liability in the event of any loss of as a consequence of any defect In the handset and confirms that the company and the company's distributors and the supplies shall not be held responsible for the same.

It is expressly agreed by the user that the company and company's distributors or suppliers shall under no circumstances be held liable for any unauthorized access, loss, corruptions or modification of the data as a consequence of the use of the software.

The companies distributors, suppliers and its parent, affiliates and associates shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential damages (including, without limitation, damages for loss of business projects damage to the user mobile

system or damages for loss of profits ,damages for loss of use, data or profit arising out of or in any way connected with the use or performance of the software arising in contract, or otherwise from the use of or in ability to the use the software or any of its contents, or for any failure of performance errors, omission, interaction deliration, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to alteration, or use of information content on the handset. No representation warranties or guaranties whatsoever are made by the company 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 or information will meet your expectation or requirements.

**30 DAYS SERVICE GUARANTEE T & C**

- 1. Service Guarantee period will start from approval date.
- 2. Service guarantee period will not be valid if Pick-up failure happens due to certain reasons such as insufficient packing, refusal to handover the mentioned items, door unanswered, natural calamity or any unforeseen reason.
- 3. If required parts are not available at authorized service centre, a financial solution might be offered as per NIA or Brand's policy instead of delivering the repaired handset.
- 4. Service guarantee period will not be valid if package delivery failure happens due to certain reasons such as refusal to pay insurance excess fee, door unanswered, incorrect address, insufficient address, natural calamity or any unforeseen reason.
- 5. If we fail to provide services in 30 days as promised, We might offer a handset of same model or any model of similar specifications or will pay an amount equivalent to the total loss amount, to the customer.
- 6. Apps You Need reserves right to withdraw the service grantee without prior information.