

Terms of Service

Welcome to PIER™ Online. We're glad you're here, and we hope you enjoy everything we have to offer.

Please read these Terms carefully because they are a binding agreement between You and RMSI Cropalytics Pvt. Ltd., ("RMSI CROPALYTICS" or "We").

By accepting this agreement, either by clicking a box indicating your acceptance or by executing an order form that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

1. DEFINITIONS

"We," "Us" or "Our" means the RMSI Cropalytics Pvt. Ltd. described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Purchased Services.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business

"Order Form" means the details filled in into the subscription and Buyer Details page for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Organization or Org" means a separate set of customer data and PIER™ Online product customizations held by RMSI Cropalytics Pvt. Ltd. in a logically separated database (i.e., a database segregated through password-controlled access).

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the online, Web-based applications and platform provided by Us <http://pieronline.RMSI Cropalytics.com>. and/or other designated websites as described in the Purchased Services documentation, that are ordered by You as part of a free trial or under an Order Form, including associated offline components but excluding Third Party Applications.

"Cookies" are small bits of text that are either used for the duration of a session (session cookies) or saved on a user's hard drive in order to identify that user or information about that user the next time she/he logs onto a website (persistent cookies). This website does not use persistent cookies or any other persistent tracking technology. One or more of our component sites may use session cookies to provide streamlined navigation. These session cookies are deleted from the component's server after your session ends, and information from them is not collected or saved.

2. PURCHASED SERVICES

- 2.1 Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 2.2 Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added by making another purchase (iii) the added User subscriptions shall terminate as per the new purchase agreement. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. INFORMATION PROTECTION

- 3.1 RMSI Cropalytics Pvt. Ltd. collects no personal information about you when you visit our website unless you choose to provide that information to us. Here is how we handle information about your visit to PIER™ Online: If you do nothing during your visit but browse through the website, read pages or download information, we will gather and store certain information about your visit automatically. This information does not identify you personally. We automatically collect and store information such as the following concerning your visit:

- The Internet domain (for example, "xcompany.com" if you use a private Internet access account, or "yourschool.edu" if you connect from a university's domain);
- Your IP address (an IP address is a number that is automatically assigned to your computer whenever you are surfing the Web) from which you access our website.
- The type of browser and operating system used to access our site;
- The date and time you access our site;
- The pages you visit; and
- If you linked to our website from another website, the address of that website.
- Any products to the shopping cart

We use this information to help us make our site more useful to visitors — to learn about the number of visitors to our site and the types of technology our visitors use.

- 3.2 We do not collect personally-identifiable information unless you choose to provide it to us. If you provide us with personally identifiable information (e.g., by sending an e-mail or by filling out a form and submitting it through our website), we use that information only to respond to your message and to help us provide you with the information and services that you request. Submitting voluntary information constitutes your consent to the use of the information for the stated purpose. When users click the "Submit" button on any of the Web forms found on our site, they are indicating voluntary consent to use of the information they submit for the stated purpose. We do not collect or use information for commercial marketing.

The information we collect is used for a variety of purposes (e.g., comments on proposed rules; license applications; to respond to requests for information about our regulations and policies; and to fill orders). We make every effort to disclose clearly how information is used at the point where it is collected, so that our users can determine for themselves whether they wish to provide the information.

- 3.3 RMSI Cropalytics Pvt. Ltd. undertakes to ensure the protection and security of User Data that user chooses to communicate, in order to ensure the confidentiality of User Data and prevent the Data from being distorted, damaged, destroyed or disclosed to unauthorized parties.

RMSI Cropalytics Pvt. Ltd. maintains reasonable physical, electronic, and procedural safeguards to protect User Data from loss, misuse and unauthorized access, disclosure, alternation and destruction. As part of those safeguards, RMSI Cropalytics Pvt. Ltd. employs sophisticated technology and hosts this service on Cloud along with all barriers which is specifically designed to protect User Data during its transmission and prevent transmission errors or unauthorized acts of third parties.

For site security purposes and to ensure that this service remains available to all users, PIER™ Online monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. If such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to appropriate law enforcement officials. Unauthorized attempts to upload or change information on this server are strictly prohibited and may be punishable under the Information Technology Act, 2000, or other law.

- 3.4 However, while RMSI Cropalytics Pvt. Ltd. strives to protect User Data, in light of the inevitable risks of data transmission over the internet, RMSI Cropalytics Pvt. Ltd. cannot guarantee full protection against any error occurring during the course of Personal Data transmission which is beyond RMSI Cropalytics Pvt. Ltd.'s reasonable control.
- 3.5 Since all User Data is confidential, access is limited to employees, contractors and agents of RMSI Cropalytics Pvt. Ltd. or RMSI Cropalytics Pvt. Ltd. Group Companies who have a need to know such data in carrying out their tasks. All the people who have access to Your Personal Data are bound by a duty of confidentiality and subject to disciplinary actions and/or other sanctions if they fail to meet these obligations.

However, it is important for the user to exercise caution to prevent unauthorized access to Your Personal Data. The user is responsible for the confidentiality of his/her password and information appearing on his/her account. Consequently, the user must ensure that he/she logs out of the session in the event of shared use of a computer.

4. RETENTION OF REPORTS

- 4.1 Unless otherwise agreed in writing, RMSI Cropalytics Pvt. Ltd. shall retain copies of analytical reports and the locations for which they were generated for a period of ten years, after which the reports and location data may be destroyed. If the client requests additional copies of the analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.
- 4.2 Electronically submitted information is maintained, unless requested by the user or the Company with which the User is associated to.

5. RIGHT OF ACCESS TO AND RECTIFICATION OF THE DATA

- 5.1 RMSI Cropalytics Pvt. Ltd. will take reasonable steps to ensure that any Data collected is used for the purposes stated in this Privacy Policy User has a right to access his/her Personal Data. In addition, user has a right to request for the rectification, completion, or update of his/her Personal Data. You also have a right to obtain a copy of the Personal Data stored by RMSI Cropalytics Pvt. Ltd.
- 5.2 If user has an account, he/she can exercise their rights of access to and rectification of the Personal Data by logging on to his/her account. Otherwise, user may exercise his/her rights of access to and rectification of the data by sending an email to the following address: PIEROnlineSupport@rmsi.com.

6. CONFIDENTIALITY

- 6.1 "Confidential Information" means any documents, materials or information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") which (i) is in tangible, visual, or electronic form and clearly marked as proprietary or confidential, (ii) is communicated orally, and confirmed in writing to be confidential or proprietary within 10 business days of disclosure, (iii) is in tangible, visual, or electronic form but not marked as proprietary or confidential if the custom in the industry is to treat such information as confidential or proprietary information; or (iv) is RMSI CROPALYTICS Technology which RMSI CROPALYTICS licenses, provides or makes available to Company. Notwithstanding the foregoing, Confidential Information does not include information (a) the Disclosing Party makes available to others without restrictions; (b) the Receiving Party rightfully receives from a third party which has disclosed such information without any obligation itself to maintain the confidentiality of such information; (c) the Receiving Party has or knows of prior to first receiving the Confidential Information; (d) the Receiving Party has independently developed without use of or reference to the Confidential Information; or (e) information that is produced pursuant to an order or requirement of a court, administrative agency, or other governmental body without restrictions on subsequent use or disclosure; provided that the Receiving Party notifies the Disclosing Party promptly upon receipt of such order or requirement to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

- 6.2** The Receiving Party may use the Confidential Information solely for the purpose for which the Disclosing Party provided the Confidential Information (the “Purpose”). The Receiving Party will (i) not disclose Confidential Information to any third party; (ii) use Confidential Information only for the Purpose; (iii) limit the disclosure of the Confidential Information only to its Personnel who have a need to know and who have entered into a written confidentiality agreement under which such Personnel agree to disclose or use the Confidential Information solely for the Purpose; and (iv) use the same degree of care to prevent disclosure or use of the Confidential Information for other than the Purpose that it would use for its own Confidential Information (but in no case with less than a reasonable degree of care).
- 6.3** Unless otherwise agreed to in writing by the Parties, no license to the Receiving Party, under any patent, trademark, copyright, or any other intellectual property right of the Disclosing Party, is either granted or implied by the disclosure of Confidential Information to the Receiving Party.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1** RMSI CROPALYTICS will retain ownership of the copyright and all other intellectual property rights arising out of the provision of the Services/Solution in whatever form, excluding, however, any source or reference materials, computer programs, documentation and similar pre-existing intellectual property rights or information proprietary to User that are used to produce the Services / Deliverables (“Source Material”). The Source Material shall be the intellectual property of User and RMSI CROPALYTICS shall return or delete all Source Material provided by CLIENT upon demand.
- 7.2** RMSI CROPALYTICS retains all Intellectual Property Rights in and to the Technology, including any Derivative Works and improvements made thereto during performance of the services. Intellectual property rights means all patents, patent applications, know-how, trade marks, trade mark applications, trade names, registered designs, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used under the Agreement whether in existence or to be created in the future.

8. FEES AND PAYMENT FOR PURCHASED SERVICES

- 8.1 User Fees:** You Shall pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 8.2 Taxes:** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which you are responsible under this Section 7, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.
- 8.3 Future Functionality:** You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

9. TERM AND TERMINATION

- 9.1 Term of Agreement:** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You select to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.
- 9.2 Term of Purchased User Subscriptions:** User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein.

10. GENERAL TERMS AND CONDITIONS

10.1 Changes in Scope of Services / Deliverables: RMSI CROPALYTICS reserves the right to revise the Compensation of any of the services. RMSI CROPALYTICS would provide reasons for the revision.

10.2 Non Solicitation: The users will not recruit / attempt to recruit any RMSI CROPALYTICS staff directly or indirectly during or up to 2 years after service stoppage or up to 2 years after the individual's resignation / termination from RMSI CROPALYTICS's employment. In case of violation, the user will pay RMSI CROPALYTICS minimum of thirty-six months of professional fees lump sum per person as compensation.

10.3 Interruption of Work: RMSI CROPALYTICS disowns any delay in access to services due to reasons extraneous to RMSI CROPALYTICS (e.g., non-availability of cloud services, user data is not in the desired format, etc.).

10.4 Sign-off and Acceptance: The client must reach out to customer support within a maximum period of 7 (seven) days from receipt of report, or inform RMSI CROPALYTICS in writing of any concerns that need to be made with respect to the Services.

10.5 Limitation of Liability: In no event shall RMSI CROPALYTICS be liable for any indirect, special, incidental or consequential damages (including without limitation, damages for loss of business profits, loss of business, loss of use or of data, or interruption of business) in connection with the Services or Deliverables provided through PIER™ Online. The Client's exclusive remedy and RMSI CROPALYTICS's entire liability under this agreement shall be a refund to the client the fees paid to RMSI CROPALYTICS, and in no event will RMSI CROPALYTICS's liability for any reason exceed such fee. RMSI CROPALYTICS (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from the Client's use or application of the results of the Services or the Deliverables, and the Client shall indemnify RMSI CROPALYTICS (and RMSI CROPALYTICS'S officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than the Client arising from the Client's use or application of the results of the Services or the Deliverables.

10.6 Force Majeure: RMSI CROPALYTICS will not be responsible for the delays due to acts of God, violence, strikes, civil commotion, war, floods etc., that have direct impact on execution of the project.

10.7 Losses: We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website.

10.8 Governing Law: These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Delhi.

10.9 Alteration of Service or Amendments to the Conditions: We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that you order services from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you).

11. DISCLAIMER

11.1 *The outputs from services contain information generated through the analyses, and model predictions based on data provided by the user and compiled using proprietary computer risk assessment technology of RMSI Cropalytics Pvt. Ltd. The technology and data used in providing this information is based on the scientific data, mathematical and empirical models, and encoded experience of scientists and specialists (including without limitation, earthquake engineers, wind engineers, structural engineers, geologists, seismologists, meteorologists, and geotechnical specialists). As with any model of physical systems, particularly those with low frequencies of occurrence and potentially high severity outcomes, the actual losses from catastrophic events may differ from the results of simulation analyses.*

11.2 *RMSI CROPALYTICS specifically disclaims any and all responsibilities, obligations and liability with respect to any decisions or advice made or given as a result of the information or your use thereof. RMSI CROPALYTICS specifically disclaims any and all responsibilities, obligations and liability including all warranties, whether expressed or implied, with respect to the outputs, including but not limited to, warranties of non-infringement, merchantability and fitness for a particular purpose. In no event shall RMSI CROPALYTICS (Or its subsidiary, or other affiliated companies) be liable for direct, indirect, special, incidental or consequential damages with respect to any decisions or advice made or given as a*

11.3 The material contained in the outputs or information available through the services is the copyright of RMSI CROPALYTICS and may be used only for informational purposes only. RMSI CROPALYTICS makes no representations or warranties with respect to this information. For using any information from this report, you agree to the terms and provisions as outlined in this disclaimer. If you do not agree to them, please do not use this report.

12. GOOGLE MAPS™

Google Maps information and photographic imagery are used under license by Google. PIER™ Online or RMSI Cropalytics Pvt. Ltd. data presented using Google Maps are in the public domain and made available in open. The map information and photographic imagery contain trade names, trademarks, service marks, logos, domain names and other distinctive brand features. This does not imply a RMSI Cropalytics Pvt. Ltd. endorsement of Google or Google Maps products or services. Please note that you are subject to Google's privacy policy link when using this service.