



# Terms & Conditions

These Terms & Conditions ("Terms") govern your use of the cloud services, IT infrastructure management, automation services, managed services, and associated offerings (collectively referred to as the "Services") provided by **Pentagon System & Services Pvt. Ltd.** ("we," "us," or "our").

## 1. Agreement to Terms

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree with any part of the Terms, you must not access or use our Services.

## 2. Services

We provide a range of services, including but not limited to IT infrastructure management, server and storage virtualization, cloud solutions, automation, and managed IT services. Detailed descriptions of these Services can be found on our official website.

## 3. Use of Services

You may use our Services only for lawful purposes and in compliance with these Terms. By using the Services, you agree not to:

- Use the Services in a manner that could damage, disable, or impair our systems or networks.
- Attempt unauthorized access to the Services or related systems and networks.
- Use the Services to store or transmit unlawful, defamatory, obscene, or threatening material.
- Interfere with other users' access to or use of the Services.

## 4. Your Account

To access specific features of the Services, you may need to create an account. You are responsible for safeguarding your account credentials, including your password, and for all activities conducted under your account.

## 5. Intellectual Property

The Services and all content therein, including but not limited to text, graphics, logos, images, and software, are protected under copyright, trademark, and other intellectual property laws. You may not modify, reproduce, distribute, or create derivative works from such content without our prior written consent.

## 6. Payment

For paid Services, you agree to pay all applicable fees and taxes according to the agreed payment terms or on the 5th of every month, whichever comes first. Pentagon System & Services Pvt. Ltd. reserves the right to revise fees, with reasonable prior notice.

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## 7. Termination

Either party may terminate access to the Services as per agreed written terms of the contract prior written notice. Upon termination, all rights and obligations under these Terms will cease, except for any rights or obligations that have accrued up to the termination date or the agreed date as per terms of contract.

## 8. Disclaimers

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

## 9. Limitation of Liability

PENTAGON SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Prohibited Activities And Restrictions

This clause outlines prohibited activities to ensure the appropriate use of Pentagon System & Services Pvt Ltd's platforms, websites, and services. By accessing or using our services, you agree not to engage in any of the following activities:

- **Unlawful Conduct**  
Engaging in activities that violate any applicable laws, regulations, or governmental orders, including but not limited to fraud, identity theft, or unauthorized access to systems.
- **Promotion of Violence or Hate Speech**  
Advocating or inciting violence, posting discriminatory, abusive, threatening, or hateful content, or promoting activities that threaten public safety and order.
- **Offensive or Obscene Content**  
Uploading, distributing, or transmitting pornographic, offensive, or otherwise objectionable material that may harm the dignity of any individual or group.
- **Illegal Activities**  
Using our platform, services, or systems to participate in or facilitate any form of illegal activities, including the sale or distribution of prohibited items or substances.
- **Spamming and Unauthorized Messaging**  
Sending unsolicited communications, including junk mail, spam, chain letters, or unauthorized advertising or promotional materials.
- **Unauthorized Access and Security Breaches**  
Attempting to gain unauthorized access to our systems, accounts of other users,

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or confidential information, or engaging in activities that compromise the security or integrity of our systems.

- **Exploitation of Personal Data**  
Sharing, exposing, or misusing another user's personal information, including but not limited to usernames, passwords, and sensitive data, without explicit consent.
- **Intellectual Property Infringement**  
Using, copying, distributing, or publishing content that infringes upon the intellectual property rights of Pentagon System & Services Pvt Ltd or third parties.
- **Harmful or Malicious Activities**  
Introducing viruses, malware, ransomware, or any harmful code that may damage, disrupt, or impair our services or systems.
- **Disruption of Services**  
Engaging in actions that disrupt or interfere with the proper functioning of our services, including denial-of-service attacks, excessive automated requests, or any action that imposes an unreasonable load on our infrastructure.
- **Misrepresentation and Fraud**  
Impersonating other users, misrepresenting your identity, affiliation, or intentions, or engaging in any fraudulent activity while using our services.
- **Resale or Unauthorized Use**  
Selling, reselling, sublicensing, or otherwise exploiting any portion of our services without express written consent from Pentagon System & Services Pvt Ltd.
- **Enforcement and Consequences**  
Violations of this clause may result in the suspension or termination of access to our services, and legal action may be taken if deemed necessary. We reserve the right to investigate any breach and cooperate with law enforcement authorities in prosecuting offenders.

This clause is designed to maintain a safe, secure, and lawful environment for all users of Pentagon System & Services Pvt Ltd's services.

## 11. Third-Party Links and Content

Our website, services, or platforms may contain links to third-party websites, resources, or content ("Third-Party Content") that are provided solely for your convenience and informational purposes. By accessing or using such links, you acknowledge and agree to the following:

- **No Responsibility for Third-Party Content**  
Pentagon System & Services Pvt Ltd does not own, control, or endorse any Third-Party Content linked on our website. We are not responsible for the accuracy, reliability, completeness, legality, or availability of any content, products, services, or information found on external websites.

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- **No Liability for Third-Party Actions**  
Pentagon System & Services Pvt Ltd shall not be held liable for any damages, losses, or issues arising from your access to or use of Third-Party Content. This includes, but is not limited to, any harm caused by viruses, malware, or other malicious elements present on third-party websites.
- **Independent Terms and Policies**  
Third-party websites operate independently and may have their own terms and conditions, privacy policies, or other governing agreements. We strongly encourage you to review such terms and policies before engaging with any Third-Party Content, as they may differ from ours.
- **Use at Your Own Risk**  
Your access to or reliance on Third-Party Content is entirely at your own discretion and risk. Pentagon System & Services Pvt Ltd does not guarantee the availability, suitability, or quality of such content or any transactions or interactions you may have with third parties.
- **Third-Party Links for Reference Only**  
The inclusion of links to Third-Party Content does not imply an endorsement or recommendation by Pentagon System & Services Pvt Ltd. Such links are provided strictly for reference purposes and do not constitute a partnership or affiliation.
- **Changes to Third-Party Links**  
Pentagon System & Services Pvt Ltd reserves the right to add, remove, or modify any third-party links on our website or platforms without prior notice.

By using our services, you acknowledge and agree that Pentagon System & Services Pvt Ltd is not responsible for any Third-Party Content or any consequences resulting from your access to such content.

## 12. Indemnification

You agree to indemnify and hold Pentagon harmless from any claims, losses, damages, or liabilities, including legal fees, arising from your use of the Services.

## 13. Governing Law and Dispute Resolution

These Terms are governed by the laws of India. Any disputes arising from these Terms will be resolved through binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration will take place in Mumbai, Maharashtra, India.

## 14. Entire Agreement

These Terms represent the complete agreement between you and Pentagon System & Services Pvt. Ltd. regarding the use of our Services.

## 15. Severability

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions will remain in full effect.



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## 16. Waiver

Failure by Pentagon System & Services Pvt. Ltd. to enforce any provision of these Terms does not constitute a waiver of such provision.