

Advance Bangla Software & Technology Ltd.

Terms of Use:

1. APPLICABILITY

Please read these terms and conditions carefully. Your accepting them in full is a condition of your use of a ABSTL product (whether or not you purchase). If you don't agree with any part, please don't accept them or use the ABSTL product. If you have any questions about these terms and conditions, please contact us via email at support (at) abstltd dot com (support@abstltd.com) and do not use the site until you are satisfied with and can accept these terms and conditions in full. We reserve the right at any time to change these terms and conditions to reflect: changes in applicable laws; regulatory or security requirements; relevant guidance or codes of practice; technical alterations to ABSTL Products; and to improve clarity and consistency. Please check the terms and conditions whenever you use a ABSTL Product.

2. YOUR ACCOUNT

To use many features of ABSTL Products, we require you to create a ABSTL account. We grant valid account holders a non-exclusive, non-transferable license for the period of membership to use ABSTL Products and to download and use our software and connect to our servers solely to use ABSTL Products in accordance with these terms and conditions. You must not choose a username that infringes the rights of any third party, impersonates ABSTL staff or other users, which is deliberately confusing or which is offensive, racist, obscene, hurtful, unlawful or otherwise inappropriate. We reserve the right to make such assessment in our sole discretion, change any username for any reason or take such other action as we believe appropriate. You agree to keep your password safe at all times and not to disclose it to any other person. You are responsible for the activities of all persons who use your password to gain access to your account. To help ensure the safety of your password, you must keep your computer free of viruses and other malicious code including Trojans. You must use your password in accordance with the password requirements

specified on our site. Real ABSTL staff will never ask you for your password. If you believe that someone has stolen your password or otherwise gained access to your account - submit a retrieve password request via the Retrieve Password link on the website of any ABSTL Product. But you will not get refund for your money and you will not get compensation. References to "stopping" an account include all or any of: locking, temporarily or permanently banning, or temporarily or permanently muting the account. If your account is muted, you can continue to view reports but will not be able to add new data. If your account is banned, you will not be able to access your account at all.

3. PURCHASE AND RETURN

You need to purchase to use certain features of ABSTL Products. If you want to purchase, you must ensure all the information that you submit is true and accurate including your credit card number and expiration date and other payment details and that you have appropriate **authorities'** consent as applicable. You agree to pay all payment fees specified when you apply including all applicable taxes. By submitting your order you are making an offer to purchase to the relevant part of the ABSTL Product(s). Your offer is accepted and a binding contract occurs when we send a message to **your email address** confirming that your payment has been received and your Admin "User Name" and "Password". So you can log into a consumer-only part of a ABSTL Product. Orders are processed and dispensed only after payment is submitted. You understand and agree that once you authorize us or other designated payment service to charge your credit card or mobile phone for a certain amount, such amount will not be refundable, including, without limitation, upon termination of your account for any reason, termination of this agreement, termination of service and the discontinuation of the service. However, the amount may be returned to you if the product is not delivered. You understand that we may suspend or terminate your Account if for any reason a charge you authorize us to make to your credit card cannot be processed or is returned to us unpaid and, if such event occurs, you shall immediately remit to us payment for such charge through the use of another credit card or other payment mechanism. We shall not be responsible or liable for any credit card or

bank-related charges or fees related to any of your transactions. We reserve the right, without prior notification, to limit the order quantity or to refuse to provide you with any product. Verification of certain information applicable to a transaction involving a product may be required prior to our acceptance thereof. Price and availability of the products are subject to change without notice. You agree that you cannot and have no right to sell or otherwise transfer any of the products or any other content or information included in the Service, in whole or in part, to any third person or entity whatsoever. . You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift or trade any Account, and any such attempt shall be null and void.

ABSTL keeps the right to change/update the product system design and the service packages and you cannot get refund because of the change/update.

We reserve the right to alter the amount or terms of our payment fees at any time. We reserve the right to charge you for any unauthorized use of your purchase by third parties.

4. FUNCTIONING OF ABSTL PRODUCTS

We will do our best to maintain operation of ABSTL Products and rectify faults as quickly as possible. We may have to suspend operation of a ABSTL Product without notice for repair, maintenance, improvement or other technical reason. If so, we will do our best to ensure that the suspension is as short as possible. We cannot accept responsibility for such suspensions or for any interruption or error caused by circumstances outside our reasonable control. We cannot guarantee that ABSTL Products will work with any particular computer equipment or in conjunction with any particular software or connectivity services. We do not accept responsibility for such equipment, software or services.

5. RULES

You must comply with the current version of any rules, guidelines, codes of conduct or instructions specified in any ABSTL Product including our Product rules.

6. Personal eligibility of an User has to be a eligible person as defined under the law of contracts.

User has to be an eligible person as defined under the law of contracts. Thus a minor, a lunatic or a person with any physical or mental disability which prevents him / her from understanding the general or common terms of business can not be a user of ABSTL Products. We can not accept any liability of any sort if a person by mistrepresentation becomes a user and suffers any loss by using ABSTL Product(s). (this is a para inserted by me)

7. SAFETY / ABUSE

Before using any ABSTL Product you should read the guides found in our Terms of Conduct. Whilst we reserve the right to monitor and take action if any ABSTL Product is used inappropriately (including the posting of objectionable material on the chat facility or otherwise), we cannot promise that any ABSTL Product won't contain such content or that we will remove / modify any particular content. Nor can we guarantee that users will comply with our terms and conditions or otherwise behave appropriately. If you are the victim of offensive or inappropriate behavior or receive any other unwanted communications, you should report all inappropriate behavior to us via letter, phone call , email or contact protocol. If you continue to suffer problems, or are not satisfied, then you must stop using the relevant ABSTL Product(s).

8. PRIVACY POLICY

For a description of how we use your personal data, please see our **Privacy policy**. (See Annex PP).

9. INTELLECTUAL PROPERTY RIGHTS

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10. TERMINATION

In the event that you terminate your account with ABSTL or breach this Terms and Conditions, you will forfeit your right to any and all payments you may have made. You agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on behalf of the Account prior to any termination of this Agreement. You acknowledge that if your account and right to use the ABSTL Product(s) is terminated by ABSTL for any reason, you will not be entitled to a refund of any fees paid by you for use of the ABSTL Product(s) and you will forfeit any unused access time that you have remaining at the time of termination.

11. THIRD PARTIES

ABSTL Products may include links to internet sites or other technologies supplied by third parties including sites / technologies which enable you to pay by means of payment methods provided by third parties. We make no promises about those sites or their content, products or services as these are outside our reasonable control.

12. OUR AND YOUR LEGAL RESPONSIBILITY

We do not accept legal responsibility for any loss or damage caused by us or our employees or agents in circumstances where (a) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents; (b) such loss or damage is not a reasonably foreseeable result of any such breach; or (c) such loss or damage relates to a business. You will be liable for any loss or damage we suffer arising from your breach of this agreement or misuse of a abstl product.

13. OUR RIGHTS

13.1 If, acting reasonably, we consider that our Terms and Conditions have or may have been breached, or that it is necessary in order to prevent or stop any harm or damage to us, to any ABSTL Product, to other users or the general public, we may Stop (as defined above) any or all accounts of ABSTL Products which we think are

connected with the offender subject to such right of appeal as is specified on our website. Such actions may result in loss of membership credit and/or loss of real money paid as part of any item / account trading or other prohibited transaction. To prevent or remedy breach of our Terms and Conditions or any harm or damage to us, to any ABSTL Product or to other users or the general public, we may automatically or manually monitor, censor (including rejection or removal of any content) and/or record public or private chat or other activities in any ABSTL Product.

13.2 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

14. GENERAL

Nothing in these terms and conditions affects your statutory rights as a consumer. Headings above are for guidance only and not binding. If we fail to enforce any provision of these terms and conditions, that failure will not preclude us from enforcing either that provision (or any similar provision) on a later occasion. If any provision of these terms and conditions is found by a court to be invalid, we agree that the court should **endeavor** to give effect to the parties' intentions as reflected in the provision and that other provisions remain in full force and effect. Except for clauses excluding or restricting our liability a person who is not a party to this agreement shall have no rights to enforce any term of this agreement. These terms and conditions are governed by Bangladeshi law and any dispute connected with them or ABSTL Products will be decided only by the courts of the People's Republic of Bangladesh.

15. QUESTIONS, COMMENTS AND COMPLAINTS

If you have any questions, comments, or complaints with this website or any aspect of it, please contact our customer service via the 'Contact us' tab.