TERMS OF SERVICE

Phinx, a product of Sojaru Corp LLP

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Phinx is a product of Sojaru Corp LLP ("Sojaru", "we", "us" or "our"), a limited liability partnership registered in India under the Limited Liability Partnership Act, 2008 (LLPIN ACR-3169, GSTIN 19AFSFS5111B1ZZ), with its registered office at 2nd Floor, Flat 2A, 3/97 Chittaranjan Colony, Jadavpur, Kolkata 700032, West Bengal, India.

These Terms of Service ("Terms") govern your access to and use of the Phinx website at phinx.in, the Phinx dashboard at app.phinx.in, and every product and service we offer under the Phinx name (together, the "Services").

By creating an account, buying a plan or a one-time service, or otherwise using the Services, you agree to these Terms. If you use the Services on behalf of a business, you confirm that you are authorised to bind that business, and "you" refers to that business as well. If you do not agree, do not use the Services.

When you create an Account, you are asked to confirm that you have read and agree to these Terms, our Privacy Policy and our Refund and Cancellation Policy. Our other Policies form part of these Terms and apply to you as well. We keep a record of the date and the version you accepted. When we make a material change, we may ask you to accept the updated version before you continue using the Services.

These Terms form an electronic record under the Information Technology Act, 2000 and the rules made under it. They do not require a physical or digital signature.

1. DEFINITIONS

In these Terms:

- "Account" means the account you create to use the Services.
- "Build" means any website, web application, mobile application, dashboard, store or other software that you own or are authorised to manage and that you bring to, or ask us to build on, the Services.
- "Customer Content" means the code, files, text, images, data, domain settings and other material that you upload to, create with, or host on the Services, including your Build.
- "End Users" means visitors to and customers of your Build.
- "Plan" means a recurring subscription described on our pricing page, and "One-time Service" means a service bought once, such as a deep scan, a verified fix, a 24-hour test, a custom website build or a migration.
- "Policies" means our Privacy Policy, Cookie Policy, Refund and Cancellation Policy, Payments Policy, Acceptable Use Policy and Data Processing Agreement, each of which forms part of these Terms.

2. WHO MAY USE PHINX

- You must be at least 18 years old and able to enter into a binding contract under Indian law.
- The Services are meant for use in the course of a trade, business, profession or project. They are not designed for children, and you must not create an account for a child.
- You must give us accurate information when you sign up and keep it up to date.
- An Account must be held by a real person or a legal entity. Accounts created by automated means are not permitted.

3. YOUR ACCOUNT

You are responsible for keeping your login details secure and for everything that happens under your Account. Tell us at once at security@sojaru.com if you believe your Account has been accessed without your permission.

We will never ask for your password. We are not liable for loss caused by your failure to keep your login details safe.

4. WHAT PHINX DOES

Depending on your Plan or One-time Service, the Services may include:

- Readiness scans of a Build: a free quick scan of public pages and a paid deep scan of code, keys and database rules.
- Fix suggestions, and fixes applied by us, for problems a scan finds.
- A 24-hour test of a Build by our team, with a written report.
- Hosting and deployment of websites and applications, including SSL certificates and release history.
- Building a website or application for you.
- Moving a Build to Phinx from another platform, and modernising older software.
- Monitoring after launch ("Guard"), including scheduled re-scans and alerts.
- Help with legal pages and privacy compliance for your Build.
- Sign-in by one-time code, chatbots, email, short links and file storage for your Build.
- Setting up your own payment method on your Build, and helping you register your business and apply for a payment gateway, as described in our Payments Policy.

The features included in each Plan are listed on our pricing page. Features marked "coming soon" are not part of the Services until we make them available.

Service requests made through the dashboard show a target response time. During our early beta period this is two hours. Response times are targets we work hard to meet, not guarantees.

5. PHINX IS NOT A PAYMENT SERVICE

Phinx and Sojaru build, host and run websites and provide related technology services. We are not a bank, payment aggregator or payment gateway, and we do not hold funds for anyone or sell on anyone’s behalf.

- Payments made by your End Users go directly to your own UPI account or your own payment gateway account. We never collect, hold, process or forward money that your End Users pay to you.
- You are the seller in every transaction on your Build. You are responsible for your products and services, prices, invoices, refunds, chargebacks, complaints and the taxes on your sales.
- We charge you a flat fee for your Plan or One-time Service. We do not take any cut or share of your sales.

Our Payments Policy explains how we help you set up payments and what each party is responsible for.

6. SCANNING AND TESTING RULES

You may ask us to scan or test only a Build that you own or that you have written permission to scan or test. You must not use the Services to probe, scan, test or attack any system that you are not authorised to examine.

A scan or test is a readiness check. It is not a security audit, a penetration test, a certification or a guarantee that a Build is secure, lawful, private, findable or fast. A good score is not a promise about any of these things.

Our scans and tests cover what is stated for each service. Unless we say otherwise, they do not cover pages behind a login, real payment flows, or anything that is not reachable on the day of the scan or test.

7. FIXES AND AI-ASSISTED WORK

Some of our fix suggestions, code changes, drafts and reports are produced with the help of automated tools, including artificial intelligence models, and are reviewed or verified as described for each service.

- Keep your own backup of your Build before you apply any fix. We keep previous releases of Builds we host so that you can roll back, but we are not responsible for loss of data that is not hosted with us.
- A paid fix is charged only when our re-scan confirms that the problem it addresses is resolved. A fix that does not pass the re-scan is not charged.
- You are responsible for reviewing changes before you publish them, unless you have asked us to apply them for you.

8. LEGAL PAGES AND COMPLIANCE HELP

Where your Plan includes legal pages or compliance help, we draft documents and settings based on what your Build does and the information you give us, and we help you meet your privacy obligations. This help is a technology service. It is not legal advice, and we are not your lawyers.

You remain responsible for the content of your Build and for your own compliance with the laws that apply to you, including the Digital Personal Data Protection Act, 2023 and any foreign privacy law that applies to your End Users. You should have important documents reviewed by your own legal adviser.

Where we host or process personal data of your End Users, we act as your data processor and follow your lawful instructions. Our Data Processing Agreement forms part of these Terms and sets out those terms in full. If a personal data breach affects your Build, we will tell you without undue delay, help you investigate and, if you ask us to, help you prepare and send the notices that the law requires.

9. YOUR CONTENT AND YOUR CODE

You keep full ownership of your Customer Content, including your code, your domain, your database and your files. We do not claim any ownership of it.

You give us a limited, non-exclusive, worldwide, royalty-free licence to host, copy, process, transmit, display and modify your Customer Content only as needed to provide the Services to you, to keep them secure, and to comply with law. This licence ends when your Customer Content is deleted from our systems.

We do not sell your Customer Content, and we do not use your code or your End Users' personal data to train artificial intelligence models that are made available to anyone else.

Exit Kit: at any time, on request, we will hand over your code, domain, database and stored files in a usable form, normally within 12 hours. You do not need a reason, and this is free on every Plan.

You confirm that you own or have the right to use all Customer Content and that it does not infringe anyone else's rights or break any law.

10. ACCEPTABLE USE

You must follow our Acceptable Use Policy. We may remove content or suspend a Build that breaks it, as set out in that policy and in the section on suspension and termination below.

If we receive actual knowledge, by a court order or a notice from an appropriate government agency, that content hosted on the Services is unlawful, we will act on it as the law requires, including under Section 79 of the Information Technology Act, 2000 and the rules made under it.

11. FEES, BILLING AND TAXES

- Plans are billed in advance, monthly or yearly, and renew automatically until you cancel. One-time Services are billed as stated when you order them.
- Prices are shown on our pricing page and in the dashboard. Rupee prices are exclusive of GST, which is added at the applicable rate. Invoices are issued by Sojaru Corp LLP, GSTIN 19AFSFS5111B1ZZ.
- We take payment for our own fees through a regulated payment gateway. We do not store your full card or bank details.
- If a payment fails, we will tell you and try again. If it is still unpaid 15 days after the due date, we may suspend paid features until it is paid.
- We may change our prices. We will give you at least 30 days' notice by email before a price increase applies to your existing Plan, and you may cancel before it takes effect.

Refunds of our fees are covered by our Refund and Cancellation Policy.

12. CANCELLATION, SUSPENSION AND TERMINATION

You may cancel your Plan at any time from the dashboard or by writing to support@sojaru.com. Your Plan stays active until the end of the period you have paid for, and it will not renew.

We may suspend or terminate your Account, a Build or any part of the Services, with notice where reasonably possible, if:

- you seriously or repeatedly breach these Terms or our Policies;
- your use creates a security risk or legal liability for us, other customers or third parties;
- we are required to do so by law or by a court or government order; or
- your fees remain unpaid as described above.

Where the breach can be put right, we will normally give you a chance to do so first. If we terminate without cause, we will refund the unused part of any fee you have paid in advance.

After your Account ends, we keep your Customer Content for 30 days so that you can ask for an Exit Kit, and then delete it, except where the law requires us to keep certain records for longer, as described in our Privacy Policy.

13. THIRD-PARTY SERVICES

The Services work with services run by other companies, such as domain registrars, cloud infrastructure providers, email and SMS providers, UPI applications and payment gateways. Your use of those services is governed by their own terms, and you may need to accept them directly. We are not responsible for services we do not control.

Naming a third-party provider on our website or in the Services does not mean that the provider endorses Phinx or that we are its agent.

14. OUR INTELLECTUAL PROPERTY

The Services, including our software, scanning methods, design, text, graphics, the Phinx name and logo, and all related intellectual property, belong to Sojaru or its licensors. These Terms give you a limited, non-transferable right to use the Services for as long as your Account is active. They do not transfer any of our intellectual property to you.

If you send us feedback or suggestions, we may use them without any obligation to you.

15. CONFIDENTIALITY

Each of us will keep confidential any non-public information received from the other in connection with the Services, use it only for the purpose of these Terms, and protect it with at least reasonable care. This does not apply to information that is public, already known to the receiving party, independently developed, or that must be disclosed by law.

16. AVAILABILITY AND CHANGES TO THE SERVICES

We work to keep the Services available and secure, but we do not promise uninterrupted or error-free operation. Planned maintenance will be announced in advance where practical.

We may add, change or remove features. If we remove a feature that is a material part of a Plan you have paid for in advance, we will tell you and offer a pro-rata refund for the unused period if you cancel.

17. DISCLAIMER

Except as expressly stated in these Terms, the Services are provided "as is" and "as available". To the extent the law allows, we disclaim all implied warranties, including warranties of merchantability, fitness for a particular purpose and non-infringement. Nothing in these Terms excludes any right you have under the Consumer Protection Act, 2019 that cannot lawfully be excluded.

18. LIMITATION OF LIABILITY

To the extent the law allows:

- we are not liable for any indirect, incidental, special or consequential loss, or for any loss of profits, revenue, business, goodwill or data, arising from or connected with the Services;
- our total liability to you for all claims arising from or connected with the Services in any 12-month period is limited to the fees you paid us for the Services in the three months before the event giving rise to the claim.

These limits do not apply to liability that cannot be limited by law, including liability for fraud.

19. INDEMNITY

You agree to compensate Sojaru, its partners and personnel for any third-party claim, penalty or loss, including reasonable legal costs, arising from your Customer Content, your Build, your sales to End Users, or your breach of these Terms, our Policies or any law.

20. FORCE MAJEURE

Neither of us is responsible for a delay or failure caused by events beyond reasonable control, such as natural disasters, epidemics, war, government action, failure of public networks or power, or a major outage at an upstream provider. The affected party will tell the other and resume performance as soon as possible.

21. CHANGES TO THESE TERMS

We may update these Terms. We will post the new version on this page with a new "Last Updated" date and, for material changes, tell you by email or in the dashboard at least 15 days before they take effect. If you do not agree to the changes, you may cancel before they take effect. Continuing to use the Services after that date means you accept the updated Terms.

22. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of India. Before starting any formal proceedings, each of us will try in good faith to resolve a dispute by discussion for at least 30 days, starting from written notice by either party. Subject to that, the courts at Kolkata, West Bengal have exclusive jurisdiction.

23. GRIEVANCE REDRESSAL

If you have a complaint about the Services or about content hosted on them, please contact our Grievance Officer. We acknowledge complaints within 24 hours and aim to resolve them within 15 days of receipt.

- Grievance Officer: Soubhik Biswas, Designated Partner, Sojaru Corp LLP
- Email: grievance@sojaru.com
- Phone: +91 91470 50755
- Address: 2nd Floor, Flat 2A, 3/97 Chittaranjan Colony, Jadavpur, Kolkata 700032, West Bengal, India

24. GENERAL

- These Terms and our Policies are the entire agreement between you and us about the Services and replace any earlier agreement on the same subject.
- If any part of these Terms is found to be unenforceable, the rest remains in force.
- Our failure to enforce a right is not a waiver of that right.
- You may not transfer your rights under these Terms without our written consent. We may transfer ours to a successor of our business, with notice to you.
- Notices to us must be sent to legal@sojaru.com. Notices to you will be sent to the email address on your Account.

25. CONTACT US

Legal entity	Sojaru Corp LLP (LLPIN ACR-3169)
Registered office	2nd Floor, Flat 2A, 3/97 Chittaranjan Colony, Jadavpur, Kolkata 700032, West Bengal, India
GSTIN	19AFSFS5111B1ZZ
General support	support@sojaru.com
Legal notices	legal@sojaru.com
Billing	billing@sojaru.com