

TERMS AND CONDITIONS

Effective Date: 27 April 2023

Last Updated: 23 July 2025

Company Name: Acaya Packaging Tech Private Limited

Corporate Identity Number (CIN): U17014HR2023PTC111148

1. ACCEPTANCE OF TERMS

By accessing or using the website, digital platforms, or services of Acaya Packaging Tech Private Limited ("Acaya", "we", "us", or "our"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree with these Terms, please do not access or use our platforms or services.

These Terms apply to all visitors, customers, vendors, partners, and users who access or use any part of our website, products, or services.

Continued use of our services shall signify your acceptance of the amended terms, which will be updated periodically and made accessible on our website. If you object to any changes, your sole remedy is to discontinue use of our services.

2. SCOPE OF SERVICES

Acaya is engaged in the development, manufacturing, and commercialization of innovative packaging technologies, including patented thermal insulation and temperature-controlled logistics solutions. We provide goods and services to a wide range of clients including pharmaceutical companies, food and beverage industries, and other sectors requiring temperature-sensitive packaging solutions.

This includes but is not limited to: custom packaging designs, logistics solutions, consulting, cold-chain integrations, and after-sales support. Users agree to engage with these services in a lawful and contractually compliant manner.

Acaya reserves the right to modify, suspend, or discontinue any part of the services with or without notice.

3. ELIGIBILITY

To access or use our services, you must be:

- Capable of entering into a legally binding agreement under applicable laws,
- Not previously barred from using our services under applicable laws or contractual restrictions.

Entities using the platform must be duly registered, legally compliant, and authorized to transact.

4. USER OBLIGATIONS

As a condition to using the services, you agree that you shall:

- Provide accurate, current, and complete information during registration or transactions;
- Maintain confidentiality of login credentials;
- Notify us immediately of any unauthorized access or security breaches;
- Comply with all applicable local, state, national, and international laws;
- Refrain from transmitting harmful code, content, or spam through our systems.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information:

"Confidential Information" includes but is not limited to: proprietary data, intellectual property, trade secrets, supplier/customer lists, pricing strategies, designs, financials, technical documentation, SOPs, digital code, manufacturing processes, and any sensitive information marked as confidential or reasonably understood to be confidential.

5.2 Obligations: You shall:

- Maintain all Confidential Information in strict confidence;
- Not disclose it to any third party without written authorization;
- Use the information solely for purposes authorized by Acaya;
- Implement appropriate safeguards to prevent unauthorized use or disclosure.

5.3 Permitted Disclosures:

You may disclose Confidential Information only:

- As required by law or court order (with prompt notice to Acaya); To your legal or financial advisors under a duty of confidentiality.

5.4 Remedies:

You acknowledge that any breach may cause irreparable harm to Acaya, entitling us to injunctive relief, damages, and other legal remedies without the need to prove actual damage or post bond.

6. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (IPRs) including copyrights, trademarks, trade dress, trade secrets, designs, algorithms, and inventions related to Acaya's offerings, regardless of form or registration, remain the exclusive property of Acaya or its licensors.

You shall not:

- Reproduce, distribute, or modify our IPRs without consent;
- Use our trademarks or logos without authorization;
- Challenge our ownership or file for conflicting intellectual property rights.

If you believe any content infringes your rights, please contact us at Legal@acaya.com.

7. LICENSE AND ACCESS

Subject to compliance, Acaya grants you a limited, non-exclusive, non-transferable, revocable license to access and use its platforms for lawful purposes only. This license does not grant you any commercial use rights, resale, or derivative works.

We reserve the right to suspend or revoke access for any violation of these Terms or misuse of our services.

8. THIRD-PARTY CONTENT AND LINKS

Our website may contain links to third-party websites or display third-party content. These are provided for convenience only and do not constitute endorsement. Acaya disclaims any liability for the accuracy, security, or legality of such content.

Your dealings with third parties are solely between you and such parties, and subject to their respective terms.

9. DATA PRIVACY AND SECURITY

All data processing activities are governed by our Privacy Policy in accordance with the Digital Personal Data Protection Act, 2023. By using our services, you consent to such data collection and processing.

We implement industry-standard safeguards including encryption, pseudonymization, access controls, security audits, and secure data centers.

In the event of a data breach, we shall notify affected users and regulatory authorities in accordance with applicable laws.

10. WARRANTIES AND DISCLAIMERS

To the fullest extent permissible under law:

- We disclaim all warranties (express or implied), including merchantability, fitness for purpose, accuracy, and non-infringement;
- We make no guarantees regarding availability, timeliness, or reliability of services;
 - Any use of our services is at your own risk.

We shall not be liable for any third-party errors, force majeure, technical failures, or indirect losses.

11. LIMITATION OF LIABILITY

Acaya shall not be liable for any incidental, consequential, punitive, or exemplary damages, including but not limited to loss of profits, data, or goodwill.

Our total liability shall not exceed the amount paid by you (if any) to Acaya for the specific service giving rise to the claim within the six months preceding the claim.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Acaya, its directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and legal fees resulting from:

- Your violation of these Terms;
- Your infringement of any third-party rights;
- Your unlawful or unauthorized use of our services.

13. FORCE MAJEURE

Acaya shall not be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, epidemics, governmental actions, labor unrest, cyberattacks, or utility failures.

14. AMENDMENTS

We reserve the right to modify these Terms at any time. Updated versions will be posted on our website with the revised date. Continued use of services after such updates constitutes acceptance.

15. ASSIGNMENT

You may not assign or transfer your rights under these Terms without prior written consent from Acaya. We may assign our rights and obligations without restriction to any affiliate or successor.

16. SEVERABILITY

If any provision of these Terms is found to be unenforceable, it shall be modified to the minimum extent necessary or severed, and the remainder shall remain in full force.

17. ENTIRE AGREEMENT

These Terms, along with our Privacy Policy, constitute the entire agreement between you and Acaya regarding your use of our services and supersede any prior agreements.

18. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the laws of India. Any dispute shall be first resolved amicably through negotiation. If unresolved, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed mutually. The seat of arbitration shall be Gurugram, Haryana. The language shall be English.

19. CONTACT INFORMATION

Acaya Packaging Tech Private Limited

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Phone: +91 8826497101

Website: www.acaya.com

Data Protection Officer (DPO):

Name: Shweta

Email: Shweta.vaid@acaya.com

By using our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.