

TERMS OF USE

Last Updated: 01/11/2025

Welcome to **NGT CARE**, a mobile and ERP-based digital platform operated by **Newgentech Solutions**, having its registered office at **306, A Wing, Hamilton, Hiranandani Estate, Ghodbunder Road, Thane (W) - 400607, Thane West, Thane, Maharashtra 400607** ("Company", "we", "us", or "our").

These Terms of Use ("Terms") govern your access to and use of our **NGT CARE Mobile Application, ERP Platform**, and related web services available at www.newgentechsolutions.in (collectively referred to as the "Platform").

By downloading, installing, registering, or using NGT CARE, you agree to be bound by these Terms. If you do not agree, please do not use the Platform.

1. DEFINITIONS

For the purposes of these Terms of Use and the Privacy Policy, unless the context otherwise requires, the following expressions shall have the meanings assigned to them hereunder:

1.1 "Act": "Act" means the Information Technology Act, 2000 and any amendments or re-enactments thereof, together with all rules, regulations, and notifications issued thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI Rules").

1.2 "Application" or "Platform": "Application" or "Platform" means the NGT CARE Mobile Application, the associated ERP System, and any related website or online interface operated and maintained by Newgentech Solutions, including all its modules, components, and integrated features.

1.3 "Personal Information": "Personal Information" shall have the same meaning as defined under Rule 2(i) of the SPDI Rules, and includes any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person. This includes, without limitation:

- **Full name, date of birth, and gender;**
- **Address, mobile number, and email address;**
- **Company name, GST number, or registration details (where applicable);**
- **Usernames, passwords, and access credentials;**
- **Location data, IP address, and device identifiers; and**
- **Any other information provided voluntarily by the user during registration or use of the Application.**

1.4 "Sensitive Personal Data or Information" (SPDI): "Sensitive Personal Data or Information" shall have the meaning assigned under Rule 3 of the SPDI Rules and includes:

- Passwords or authentication credentials;
- Financial information such as bank account, credit/debit card, or other payment instrument details;
- Physical, physiological, or mental health condition;

- Sexual orientation;
- Medical records and history;
- Biometric information;
- Any detail relating to the above categories provided to a body corporate for providing a service; and
- Any information received by a body corporate under lawful contract or otherwise for processing or storage.

For clarity, NGT CARE does not collect or process biometric, health-related, or sexual orientation data. Financial information, if provided for payment processing, is collected only through authorized third-party payment gateways and not stored by Newgentech Solutions.

1.5 “User”: “User” means any natural or legal person who accesses, installs, or uses the NGT CARE Application, including:

- Service Engineers, who perform tasks or service activities assigned through the Application;
- Customers, who raise service tickets, book trucks for rent, or manage service requests; and
- Administrators or Authorized Representatives, who access the ERP backend for monitoring, assigning, or managing service and business operations.

1.6 “Processing”: “Processing” means any operation or set of operations performed on Personal Information or SPDI, whether or not by automated means, including but not limited to collection, recording, organization, storage, updating, retrieval, consultation, use, disclosure, transmission, or deletion.

1.7 “Consent”: “Consent” means the express, informed, and voluntary agreement by the User to the collection, storage, and processing of their Personal Information and/or SPDI, in accordance with the provisions of the IT Act, the SPDI Rules, and this Policy. Consent shall be obtained through an electronic checkbox, digital acceptance, or similar method prior to use of the Application’s services.

1.8 “Reasonable Security Practices and Procedures”: “Reasonable Security Practices and Procedures” means such security measures designed to protect Personal Information and SPDI as prescribed under Rule 8 of the SPDI Rules, including adherence to recognized standards such as IS/ISO/IEC 27001 on “Information Technology – Security Techniques – Information Security Management System Requirements”, or such other industry-accepted frameworks as adopted by the Company.

1.9 “Data Breach”: “Data Breach” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Personal Information or SPDI transmitted, stored, or otherwise processed by the Company or its authorized service providers.

1.10 “Third Party”: “Third Party” means any individual, entity, or organization other than the User and the Company, including service providers, payment gateways, cloud storage providers, and other partners engaged by the Company under appropriate data protection obligations.

1.11 “Data Retention Period”: “Data Retention Period” means the duration for which Personal Information and/or SPDI is retained by the Company, as required for legitimate business purposes, compliance with applicable laws, or as consented to by the User, after which it shall be deleted, anonymized, or securely archived.

1.12 “Applicable Law”: “Applicable Law” means all laws, regulations, rules, and orders in force in India, including but not limited to the Information Technology Act, 2000, the SPDI Rules, and any relevant amendments or successor legislations such as the Digital Personal Data Protection Act, 2023, once notified.

2. ELIGIBILITY AND ACCOUNT REGISTRATION

You must be at least 18 years of age and capable of entering into a binding contract to use the Platform.

- To access certain features, you must create an account by providing accurate and complete information such as name, contact number, email address, GST number (for business users), and location details.
- You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account.
- The Company reserves the right to suspend or terminate accounts that are inactive, inaccurate, or found in violation of these Terms.

3. SERVICES PROVIDED

The NGT CARE Application enables:

- Service Engineers to manage assigned tasks, record service updates, and report completion.
- Customers to raise service tickets, request maintenance, book trucks for rent, track service progress, and view quotations, invoices, and orders.
- The ERP system to manage backend functions including ticket assignment, order management, and reporting.
- All services are subject to modification, upgrade, or discontinuation at the sole discretion of the Company.

4. USER RESPONSIBILITIES

You agree to:

- Use the Application only for lawful purposes consistent with these Terms.
- Provide accurate, up-to-date information during registration and while using the Platform.
- Refrain from uploading or sharing any unlawful, misleading, defamatory, obscene, or infringing content.
- Use uploaded images, documents, and data strictly for operational purposes related to service or maintenance activities.
- Not interfere with the Platform’s functionality or attempt unauthorized access, reverse engineering, or data scraping.
- Obtain all necessary consents from individuals whose information you may input into the Application.

5. LOCATION ACCESS AND CONSENT

Purpose of Location Access: The NGT CARE Application may request access to your device’s location data (GPS coordinates, network-based, or approximate location) to enable and enhance certain features and functionalities. Such access is strictly limited to the following legitimate purposes:

For Service Engineers:

- To determine proximity to customer service requests;
- To facilitate automatic task allocation based on nearest available engineer;
- To enable accurate navigation and route mapping using third-party applications such as Google Maps; and
- To assist in recording visit confirmation, attendance tracking, and on-site reporting (if applicable within the scope of the ERP).

For Customers:

- To identify the nearest available service engineer for timely assistance;
- To enable accurate service request location tagging; and
- To optimize response time and service efficiency.

Consent for Location Access

- Location tracking or collection shall commence only upon obtaining your explicit and informed consent through a system-generated prompt or permission dialog within the Application.
- By granting such permission, you authorize Newgentech Solutions and its authorized service providers to collect, use, and temporarily store your location information solely for operational and service-related purposes as stated above.
- Your consent shall be deemed voluntary and specific to the services for which it is requested.
- The Application will not access or transmit your location data in the background or when the Application is inactive, except where such functionality is necessary for a specific active service feature (e.g., live route tracking during an assigned service task).

User Control and Withdrawal of Consent

- You may, at any time, withdraw your consent for location access through your device settings or by disabling location permissions for the NGT CARE Application.
- Upon such withdrawal, the Application may continue to function for features not requiring location data; however, certain functionalities — including but not limited to task allocation, navigation, proximity-based ticketing, or optimized service response — may become unavailable or operate with limited capability.
- Withdrawal of consent shall not affect any prior processing of location data lawfully conducted before such withdrawal.

Data Usage and Retention

- Location data collected shall be used only for the purpose for which it was collected and shall not be retained longer than necessary to fulfill that purpose.
- The data shall not be shared with third parties except with authorized technology providers (such as mapping or routing APIs) or as required under applicable laws.
- The Company does not continuously track or store live location history of users beyond what is required for ongoing tasks or audit trail purposes under legitimate business needs.

Data Protection and Security

- All location data shall be processed in compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or

Information) Rules, 2011, and protected using appropriate technical and organizational safeguards.

- The Company employs encryption, secure APIs, and limited-access protocols to prevent unauthorized access, misuse, or disclosure of location information.

Third-Party Services and Mapping Tools

- The Application may redirect users to third-party mapping or navigation platforms (such as Google Maps) for route guidance. The use of such external platforms shall be governed by their respective privacy policies and terms of service.
- Newgentech Solutions shall not be responsible for the collection or processing of data by such third-party applications once you leave the NGT CARE interface.

User Acknowledgment

- By enabling location access and continuing to use the NGT CARE Application, you acknowledge and consent that your location information may be used in the manner described above.
- You further acknowledge that refusal or withdrawal of consent for location access may limit the Application's ability to provide certain location-based services or affect the accuracy of service delivery.

6. CONTENT OWNERSHIP AND INTELLECTUAL PROPERTY

- All intellectual property rights in the Application, including its software, interface design, workflow, graphics, and trademarks, belong exclusively to **Newgentech Solutions**.
- You may not copy, reproduce, modify, distribute, or create derivative works of the Application or its content without prior written consent.
- Content uploaded by users (e.g., images, service data) remains their responsibility. By uploading, you grant the Company a non-exclusive, royalty-free, worldwide license to store and process such content solely for operational purposes.

7. PAYMENTS AND BILLING

- Certain services (e.g., truck rental, maintenance, or service calls) may involve charges payable through integrated payment gateways such as **Razorpay**.
- The Company does not store card or bank information; all transactions are processed through secure third-party systems.
- Billing, quotations, or cancellation approvals will follow internal business processes configured within the ERP.

8. SERVICE ENGINEER TASK ALLOCATION

- Service tasks are allocated automatically or manually based on system-defined parameters (e.g., radius or priority).
- Notifications are sent to eligible engineers, and the task is assigned to the first engineer who accepts it.
- Engineers must promptly update task status ("Done", "Not Done", "Replan") and may attach supporting images or documents.
- Misuse, manipulation, or false task reporting will result in suspension or disciplinary action.

9. CUSTOMER TICKETS AND BOOKINGS

- Customers may raise service requests, create tickets, or rent trucks using the Application.
- Once a request is accepted by an engineer or approved by a supervisor, cancellation may require valid reason and authorization.
- Customers agree to provide correct truck details, issue descriptions, and supporting images.
- Any rental or service quotation converted into an order will be governed by applicable business terms and invoices generated via the ERP.

10. DATA PRIVACY

All user data is handled in accordance with our **Privacy Policy**, available at www.newgentechsolutions.in. By using NGT CARE, you consent to the collection, storage, and use of your personal data as outlined in the Privacy Policy.

11. LIMITATION OF LIABILITY

The Company strives to maintain uninterrupted, accurate, and secure services but does not guarantee that the Platform will be error-free or available at all times.

The Company shall not be liable for:

- Technical failures or downtime;
- Loss of data due to user negligence;
- Third-party service interruptions (e.g., Google Maps, Razorpay).
- In no event shall the Company's total liability exceed the amount directly paid by you (if any) for availing chargeable services in the preceding 3 months.

12. TERMINATION

The Company may suspend or terminate user access without prior notice for:

Breach of these Terms;

Misuse of data or system;

Non-payment of applicable fees.

Upon termination, your right to use the Platform will cease immediately, and any stored data may be deleted as per retention policy.

13. INDEMNITY

You agree to indemnify and hold harmless **Newgentech Solutions**, its officers, employees, and affiliates from any claims, damages, liabilities, or expenses arising from your misuse of the Application, violation of these Terms, or infringement of third-party rights.

14. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with the use of the Application shall be subject to the exclusive jurisdiction of the courts in **Thane, Maharashtra**.

15. CONTACT INFORMATION

For any questions, feedback, or grievances regarding these Terms, please contact:

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