



# Legal Agreements Of Fingey ECOM

## Terms And Conditions & Definitions

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### Introduction

This document, “*Legal Agreements Of Fingey ECOM, Terms And Conditions & Definitions*”, contains all the legal terms and conditions that the user(s) or client(s) of Fingey ECOM must accept and follow if they want to use any providable or manufactured product(s) or service(s) of “Fingey ECOM”, also known as “Fingey Ecommerce”. Please go through the document thoroughly and carefully while making sure that you understand what it expected of you, a present/probable user/client of Fingey ECOM provided product(s) and/or service(s), before consenting to the terms of this document. Note that, to consent to the terms of this document, the consenting individual must be of minimum legal age (18 years as per Bangladeshi law) to form a legal binding with any business entity.

**The Table of Content of the document is presented from page 2 (Two) to page 4 (Four) in tabulated form**

**The printed copy of this form must be presented without usage of Correction Pen/Fluid.**

**This document contains total of 25 pages in numbered sequence.**

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## Legal Notice

By using any Fingey ECOM provided product(s)/service(s), you are accepting all the legal conditions set exclusively by Fingey ECOM, at its own discretion, including but not limited to “Terms and Conditions of Using Fingey ECOM Provided Product(s) And Service(s)”, “Post Sale Service Policy”, “Privacy Policy”, “Combined Business Policy” and “Product And Service Ordering Policy” and “Definitions of Terms and Conditions”. Agreeing to any clause will mean that you are forming a legal binding with Fingey ECOM. If you do not agree with any of the legal conditions, you should stop using Fingey ECOM provided product(s) or service(s).

### 1. Terms & Conditions Of Using Fingey ECOM Provided Product(s) And Service(s)

#### **General Notice Of “T&C Of Using Fingey ECOM provided Product(s) And Service(s)”**

Terms and Conditions of Using Fingey ECOM provided Product(s) and Service(s) outlines the legal agreement(s) that any and all user(s)/client(s) of Fingey ECOM must uphold if they are to use or continue using any product(s) or service(s) of Fingey ECOM. “Terms and Conditions of Using Fingey ECOM provided Product(s) And Service(s)” outlines the general and most fundamental terms and conditions of using Fingey ECOM provided product(s) or service(s). Please note that Fingey ECOM reserves the right to change/modify/remove any/all part of this “Terms and Conditions of Using Fingey ECOM provided product(s) and Service(s)” along with any/entire terms and condition(s) and any/all involved documents at any time with/without any prior notice or consent of any other party. Furthermore, only “Terms and Conditions of Using Fingey ECOM provided product(s) and Service(s)” to take effect is the latest released version unless otherwise is stated in written form by Fingey ECOM. It is the responsibility of the user(s)/client(s) to follow the terms and conditions properly. By using any product(s)/service(s) of Fingey ECOM, the user approves that he/she has read and accepted the “Terms and Conditions of Using Fingey ECOM provided product(s) and Service(s)”.

#### **Terms & Conditions Of Using Fingey ECOM Provided Product(s) And Service(s)**

##### **1.1 Acceptance & Understanding Of The Written Language**

**1.1A** All issued documents and literature of Fingey ECOM are written in international and universal human language unless otherwise is stated. Fingey ECOM has chosen the language “English” as the international and universal human language. The English, used to draft and/or publish any/all Fingey ECOM documents and literature, is universal and is not bound within English of any specific region or ethnicity. It is the responsibility of the user(s)/client(s) to read and understand the language “English”. Neither Fingey ECOM nor any of its subsidiary/subsidiaries, partner(s) or client(s) can be held responsible for the inability of the user(s)/client(s) to read and/or understand the language “English”, either by himself/herself or with the help of any other party. ■

##### **1.2 Types Of Terms And Conditions**

**1.2A** Fingey ECOM has two (2) different types “Terms and Conditions”, namely, “Universal” and “Targeted”. Universal terms and conditions are applicable for all of Fingey ECOM provided product(s) and service(s). Targeted terms and conditions are applicable for specific product(s)/service(s). It is the decision of Fingey ECOM to decide whether to use universal terms and conditions, targeted terms and conditions or both for any of Fingey ECOM provided product(s)/service(s). Fingey ECOM may choose to use both types of terms and conditions for a specific product(s) or service(s). Fingey ECOM, at its sole discretion, reserves the rights to add or remove types of terms and conditions along with any modifications to the existing terms and conditions, with or without any prior notification to any party. ■

##### **1.3 Understanding Of The Terms And Conditions**

**1.3A** Fingey ECOM publishes the terms and conditions, associated with all of its product(s)/service(s), so that the interested/relevant/related user(s)/client(s) can understand what to expect if they use or intend to use any product(s)/service(s) of Fingey ECOM. Fingey ECOM expects the user(s)/client(s) to read and understand the terms and conditions, by themselves or with the help of any other party, before they make any commitment with/to Fingey ECOM. If any user(s)/client(s) of any Fingey ECOM provided product(s)/service(s) makes any kind of commitment with Fingey ECOM, it would, by default, mean that they have already read and has/have accepted all the terms and conditions, both universal and targeted, set exclusively by Fingey ECOM. ■

##### **1.4 Acceptance Of All Terms And Conditions**

**1.4A** All products and services of Fingey ECOM comes with a universal set of terms and conditions. Furthermore, all products and services of Fingey ECOM may come with a unique set of terms and conditions tailored for that specific product in question. Any/all user(s) or client(s) of Fingey ECOM provided product(s) must accept every single terms & conditions, put forth by Fingey ECOM, without any contestations in order to use any product(s) or service(s) of Fingey ECOM. By accepting any of the Fingey ECOM terms and conditions, the user(s)/client(s) is/are forming a legal binding with Fingey ECOM which could be used in the court of law in case of any dispute. Acceptance of any of the Fingey ECOM terms and conditions will also mean that user(s)/client(s) is/are of legal age of consent as per Bangladeshi law. ■

##### **1.5 Acceptance Of Definitions Of Terms And Conditions**

**1.5A** The legal documentation and literature may use words that are defined later in the “Definitions of Terms and Conditions”. Any/all user(s) or client(s) of Fingey ECOM provided product(s) must accept every single definition(s) put forth by Fingey ECOM. ■

##### **1.6 Grammar And Typography**

**1.6A** To make room for erroneous nature of human being, mistakes due to grammar, spelling and typography are to be treated leniently, both by Fingey ECOM and the user(s)/client(s). In case of any grammatical mistakes, spelling mistakes or a suspected typographical error/mistake, both parties should hold a mutual consultation and reach a mutual state of agreement regarding the alleged grammatical or spelling mistake or the suspected typographical error/mistake. ▲

*Continued on the next page ...* || 1.7 Typesetting and Typeface (Page 6)

### **1.7 Typesetting And Typeface**

**1.7A** Any/all document(s), prepared by Fingey ECOM, may employ usage of several different types and sizes of fonts, symbols, glyph and/or printable/writable characters, as seemed necessary by sole discretion of Fingey ECOM. As different typeface may express the same alphabet, symbol or any well-known printable/writable character(s) differently, it is the responsibility of the user(s)/client(s) to read and interpret the written expression properly and in logical manner. Fingey ECOM may not be held accountable in case the user(s)/client(s) misread or misinterpret the published characters in the document(s). Furthermore, although Fingey ECOM tries its best to adhere to a specific format while writing or publishing any of its document(s), Fingey ECOM provides no explicit guarantee that a single specific format is used every time and everywhere. Fingey ECOM reserves the right to use whatever writing format that it sees fit at its own discretion. This clause holds true for both printed and digital version of all document(s). ■

### **1.8 Disclosure Of Particulars Of Agreements**

**1.8A** All user(s)/client(s) of product(s)/service(s) of Fingey ECOM must enter a valid mutual agreement with Fingey ECOM, where both parties are in mutual agreement with the particulars of the agreement, for the discussed product(s)/service(s). Fingey ECOM reserves the right to ask/request/demand that the user(s)/client of any specified product(s)/service(s) should keep the particulars of agreement, including but not limited to, Terms and Conditions, "Post Sale Service Policy", Privacy Policy, Combined Business Policy, Product and Service Ordering Policy, Licensing Policy, Pricing of the product(s)/service(s), Lead Time, Purchasing Options, Order Time Frame and Order Quantity or otherwise, a mutual secret, and refrain from publishing or sharing the mutual agreement(s) with anyone who is not a part of the mutual agreement. To ensure secrecy, Fingey ECOM might ask/request/demand that the user(s)/client(s) should sign an NDA (Non-disclosure Agreement), prepared exclusively by Fingey ECOM. ■

### **1.9 Authority Of Fingey ECOM**

**1.9A** Fingey ECOM, at its own discretion, reserves the right(s) to change, modify or remove any/all literature(s), completely or partially, that are/were generated by Fingey ECOM. These literature(s) include but is not limited to, any/all types and kinds of legal documents that includes but is not limited to, legal terms and conditions along with all related & relevant legal clauses and definitions or otherwise, any/all types and kinds of technical documents that includes but is not limited to datasheet, spec sheet, white paper, application notes, user manual, lab manual, experimentation notes, guides, experiment reports and results, schematics, circuit diagrams, PCB design, software, firmware, source codes or otherwise, any/all types of general purpose data that includes but is not limited to, newsletter, event notice, photographs, audio/video/audio-video clips, brand logo, brand name, slogan, catchphrase or otherwise. ■

**1.9B** Fingey ECOM, at its own discretion, reserves the right to collect user/client data, physical, virtual or otherwise, that are outlined and are in accordance with the "Fingey ECOM Privacy Policy". Furthermore, Fingey ECOM reserves the right to share the collected information with other third party in accordance with the "Fingey ECOM Privacy Policy". ■

**1.9C** Fingey ECOM, at its own discretion, reserves the right to deny any/all user(s)/client(s) from using or acquiring any of Fingey ECOM Service(s) or Product(s). Furthermore, Fingey ECOM also reserves the right to deny any/all user(s)/client(s) from providing any/all types of service(s) to any other third-party. ■

**1.9D** Fingey ECOM, at its own discretion, reserves the right to deny any/all user(s)/client(s) from using Fingey ECOM website, webpage, download facilities, electronic mailing facilities, cloud service and any other internet-based facilities. Furthermore, Fingey ECOM reserves the right to bar any of its user(s)/client(s) from using any hardware, software or firmware that was designed and/or manufactured by Fingey ECOM without any contestation from any other user(s)/client(s). ■

**1.9E** Fingey ECOM, at its own discretion, reserves the right to deny any/all user(s)/client(s) request to share any type or kind of business and/or internal data that includes but is not limited to financial data, marketing data, any/all kind of data related to business partner(s), affiliate(s) or subsidiary/subsidiaries, import and/or export details or otherwise. Any/all request to publish any data must involve a prior formal and specific notice, that has been written, reviewed and authorized by a lawyer, who is representing the client that has issued the data publish request. Fingey ECOM reserves the right to deny any and all legal notice(s) and challenge the legal notice in the court of law. ■

**1.9F** Fingey ECOM, at its own discretion, reserves the right to deny any/all user(s)/client(s) request to share any type or kind of data, that includes but is not limited to data related to internal affairs of Fingey ECOM, which is including but not limited to business data, managerial data, marketing data, financial data, Public Relations (PR) and Human Resources (HR) data or otherwise, data belonging to any present or former employee (part time & full time) of Fingey ECOM, data belonging to any present or former partner(s), affiliate(s) or subsidiary/subsidiaries of Fingey ECOM, data belonging to any personnel who might have provided any type/kind of service (directly or indirectly) to either Fingey ECOM or any personnel who is/was in service of Fingey ECOM or any partner(s), affiliate(s) or subsidiary/subsidiaries of Fingey ECOM, data belonging to any present or former user(s) or client(s) of Fingey ECOM provided product(s)/service(s) or otherwise. Any and all attempt to collect any data from Fingey ECOM must include a formal court order.. Fingey ECOM reserves the rights to contest any and all requests to publish any information in the court of law. ■

### **1.10 Exemption And Exception By Fingey ECOM**

**1.10A** Fingey ECOM reserves the right to exempt any user(s)/client(s) from any of the Terms and Conditions, set exclusively by Fingey ECOM, at its own discretion without any contestation from any other user(s)/client(s). Furthermore, Fingey ECOM may offer different set(s) of terms and conditions and other incentives to different user(s)/client(s) on basis of undisclosed reasons. Fingey ECOM can neither be hold liable to disclose any details of any business deal nor be hold responsible to provide any answer to anyone for any of its actions toward any of its business partners. ▲

*Continued on the next page ...* || 1.11 Force Majeure (Page 7)

### **1.11 Force Majeure**

**1.11A** Fingey ECOM cannot be held liable for any sort of damage to any user(s)/client(s), caused by any event which is beyond the reasonable control of Fingey ECOM, including but not limited to force(s) of nature, which includes but is not limited to flood, earthquake, storm, cyclone, tornado, hurricane, volcanic eruption, landslide, avalanche, drought, famine, heatwave, coldwave, solar flare, solar storm, meteor strike or otherwise, acts of war, external hacking of any/all electronic system(s) and/or sub-system(s), fire, political instability, terrorism of any/all kind, power and/or telecommunication disruptions, external jamming of electronic signal and/or equipment, national/international transportation disruption, any sort of epidemic disease or any pandemic, national/international emergency or otherwise. In case of force majeure, Fingey ECOM reserves the rights to suspend or halt any/all of its service(s) temporarily or indefinitely at its own discretion. User(s)/Client(s) of Fingey ECOM products and/or services, without any contestations, must accept that in the event of any type of force majeure, Fingey ECOM might be unable to fulfill any/all priorly made legal commitments, to any/all user(s)/client(s) of Fingey ECOM. Neither Fingey ECOM nor any of its subsidiary/subsidiaries can be hold responsible and/or liable for any damage or for any form of compensations, monetary or otherwise, in the event Fingey ECOM is unable to fulfill any/all priorly made legal commitments, to any/all user(s)/client(s) of Fingey ECOM. ■

### **1.12 Preservation Of Intellectual Property**

**1.12A** The products of Fingey ECOM will most definitely contain intellectual property of Fingey ECOM. Intellectual property of Fingey ECOM includes but is not limited to PCB layout, circuits, technologies, software, firmware, algorithm, source codes, component placement layout, PCB layout, physical design of product casings/housings, all types of 3D CAD designs, lab manual, user manuals, technological/non-technological documents, legal documents, logo, brand name, name of the technology, artwork, slogan, catchphrase or otherwise. However, there are scope(s) for interested party to produce or modify any intellectual property of Fingey ECOM legally, provided that the interested party has taken proper, specific written consent from Fingey ECOM and the holder of the copyright for the specific intellectual property, and has followed proper procedure set forth by Fingey ECOM. ■

### **1.13 Intention Of Use**

**1.13A** No product(s) or Service(s) of Fingey ECOM can be used in any kind of illegal or illicit activities. No product of Fingey ECOM is provided, produced or developed with any intent to cause any form of damage including but not limited to physiological, psychological, financial, digital or otherwise to any human, wildlife, public/privet asset, any governing body, law enforcement or otherwise. ■

**1.13B** Fingey ECOM does not consent its products or services be used in any event that may cause damage to any private or public asset or property. Any user(s)/client(s) using any Fingey ECOM provided product(s) to challenge any region/country's authority or law enforcement, intending activities that may cause harm to any number of members of the general population, intending activities that may cause fatal and/or lethal bodily harm to any law enforcement personnel or members of general population, and/or intending activities that may cause fatal and/or lethal bodily harm of any wildlife or otherwise, will have to bear the responsibility for themselves. Neither Fingey ECOM nor any of its partners, subsidiary/subsidiaries, suppliers, manufactures or any other client(s) or service provider(s) can be hold responsible. ■

**1.13C** In case of any and all sort of illegal activities, intended or committed by using any Fingey ECOM provided product(s)/service(s), Fingey ECOM will provide all relevant information of the user(s)/client(s), that are possessed/retained by Fingey ECOM, to the proper law enforcement authority or any and all other related government agency, when/if requested by following proper legal procedure. Fingey ECOM condemns any and all illegal, criminal or radical fundamentalist activities along with any and all activities that would illegally challenge any national government/authority or any legal law enforcement establishment of any independent sovereign region/country/state. ■

### **1.14 Product Category**

**1.14A** All products that are provided and/or designed and/or manufactured by Fingey ECOM, is assigned a category according to its functions, specifications and limitations, solely by Fingey ECOM. It is the responsibility of the user(s)/client(s) to make sure that their intended purpose of usage is compatible with the category of the Fingey ECOM provided product(s). Under no circumstances can Fingey ECOM be blamed or held accountable for any damage including but not limited to financial, physiological, loss of any data (digital, analog or both) or otherwise, arising from usage of any Fingey ECOM provided product(s) in any application(s) that is not compatible with the assigned category of the Fingey ECOM provided product(s). ■

### **1.15 Physiological Damage**

**1.15A** Manufactured or sold product(s) of Fingey ECOM may contain parts, which includes but is not limited to edge connectors, push connectors, header, screw terminal, semiconductor components, wire harness etc. that may contain sharp edges or sharp pointed tips of "here undefined" material. It is the responsibility of the user(s) to take precautions against any sort of physiological damage that can/may occur from any misuse/abuse or lack of mental concentration while using any manufactured or sold products of Fingey ECOM or any products) in general. It is the responsibility of the user(s)/client(s) to follow and help follow proper safety protocols and safety measures when & where applicable. The user is also solely liable of enforcing safe usage of any Fingey ECOM provided product(s) where children and irresponsible adults are involved. Neither Fingey ECOM nor any of its partners, subsidiary/subsidiaries, suppliers, manufactures or any other client can be hold responsible for any physiological damage caused by using any Fingey ECOM provided product(s) at any time, place or condition. ■

**1.15B** Products and packing material may/will contain plastic bags and small components that may pose a danger at the hands of young children and/or wild/pet animals. Danger might be due to choking as a direct result ingestion of small parts or plastic bags. Furthermore, the components with sharp narrow pins or sharp edges can pose a danger in the hands of young children, wild/pet animals and irresponsible adults. It is the responsibility of the user to keep all kind of hazardous material(s) away from children, wild/pet animals and irresponsible adults and to follow the age limitations warnings placed directly on the product documentation. ▲

*Continued on the next page ...* || 1.16 Post Sale Services (Page 8)

### **1.16 Post Sale Services**

**1.16A** Fingey ECOM may offer its clients and users options for “Post Sale Services” either in exchange for Fingey ECOM defined payment or at free of charge. Fingey ECOM, at its sole discretion, is responsible for determining whether the product or service in question is eligible for any post sale service(s) and in case of eligibility, the type(s) of post sale service. No user or client of Fingey ECOM provided product(s) or service(s) has the right to demand any type of post sale service from Fingey ECOM except the post sale services that are offered by Fingey ECOM. ■

**1.16B** In the event that any product(s), provided Fingey ECOM has/have been produced by a third party manufacturer, the manufacturer is responsible for all post sales services unless otherwise is stated in explicit written form by both /either the manufacturer with consent from Fingey ECOM and/or solely Fingey ECOM respectively. The third party manufacturer has the rights to enforce their own “Post Sale Services Policy” if they deem it necessary. The user(s)/client(s) of Fingey ECOM must comply with the “Post Sale Services Policy” that is being enforced by both the manufacturer and Fingey ECOM. The user(s)/client(s) of Fingey ECOM is liable to receive all required services and supports, if necessary, from the third party manufacturer unless otherwise is stated explicitly by the manufacturer or Fingey ECOM, provided any such post sale service has been made available by the manufacturer and the user(s)/client(s) is/are not in violation of any clause of any legal agreement(s), enforced by either/both the manufacturer or/and Fingey ECOM respectively, at any time. ■

### **1.17 Security Concerns & Operating Conditions Of Fingey ECOM Provided Products And Technologies**

**1.17A** Fingey ECOM provided products and technologies are designed to function in a defined range of environments and in a given range of operating conditions. The recommended operating conditions and environments are explicitly provided by Fingey ECOM. The factors that can cause the product to malfunction or render the product non-functional, will include but is not limited to, ambient temperature, ambient humidity, dirt, dust and/or airborne particles in the surrounding air/atmosphere, stray magnetic fields and/or stray electric field in the nearest vicinity of the device, exposure to harmful radiation (magnetic, electromagnetic, nuclear or otherwise), direct/indirect contact to EMP (Electromagnetic Pulse) blast, exposure to military or law enforcement signal jammers and/or Electronic Warfare System, bugs, insects, blocked or obstructed vents/passageways/airways, any event that can hamper the operation of any natural/man-made cooling systems in the product, physical impacts, contact with water or any fluid, direct/indirect contact with any corrosive chemical/biochemical agent or atmosphere, or otherwise. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, are liable for paying any sort of compensation, financial or otherwise, to any user(s)/client(s) of Fingey ECOM, for any damage arising from the user(s)/client(s) ignorance and inability to ensure proper operating environment for any/all Fingey ECOM provided product(s) that the user(s)/client(s) is/are using. ■

**1.17B** In the event that operating condition is not explicitly provided by the product, the default operating condition will be “Ambient Temperature within the range of 25°C (degree Celsius) and 40°C (degree Celsius), Relative Humidity of 70% maximum, Zero direct/indirect prolonged exposure to sunlight, Ultraviolet Light or any radiation, no direct/indirect prolonged exposure to extreme heat or extreme cold, low exposure to dust, dirt and/or atmospheric conditions, no direct/indirect physical impacts, no direct/indirect exposure to any corrosive agent, chemical or otherwise, or corrosive atmosphere, no direct/indirect exposure to any chemical or biochemical agent”. ■

**1.17C** All Fingey ECOM provided products are to be assumed to be vulnerable to physical damage unless otherwise is stated. It is the responsibility of the user(s)/client(s) to ensure the safety and security of the Fingey ECOM provided product(s) that they are using. The user(s)/client(s) will be solely responsible in case any Fingey ECOM provided product(s) is used in any application where malfunction of the product may/will compromise security of any place (residential, commercial or otherwise) in any way. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, are liable for paying any compensation, financial or otherwise, to any party, for any damage arising from the user(s)/client(s) inability to ensure proper security and/or safety measures for any/all Fingey ECOM provided product(s) that the user(s)/client(s) is/are using. ■

### **1.18 Sabotage And/Or Self-Inflicted Harm Of Any Fingey ECOM Provided Product(s)**

**1.18A** Any damage to any Fingey ECOM provided product(s), caused directly by any user(s) or client(s) or any personnel who may or may not be related to the user(s) or the client(s), that includes but is not limited to relatives of all kind, acquaintance, employee, student, trainee, friend, any platonic/romantic partner or otherwise, will be considered as “Self-Inflicted Harm”, whether the damage is caused willingly or accidentally. Warranty services for all Fingey ECOM provided products will be rendered void in case of any and all self-inflicted harm. Fingey ECOM reserves the rights to reject any and all request from the user(s) and/or client(s) for any complementary repair/replacement service(s) for any damage to any Fingey ECOM provided product(s) that has been caused by self-inflicted harm. Furthermore, Fingey ECOM also reserves the rights to reject any and all request from the user(s) and/or client(s) for any repair/replacement service(s) (paid, complementary or otherwise) in case the self-inflicted harm is a result of satisfying self interest of the user(s) and/or the client(s) and/or the act of self-inflicted harm is liable or has already caused damage to any business aspects of Fingey ECOM. ■

**1.18B** Any damage to any Fingey ECOM provided product(s), caused directly by any user(s) or client(s) or any personnel who may or may not be related to the user(s)/client(s), which includes but is not limited to relatives of all kind, acquaintance, subordinate, student, trainee, friend, any platonic/romantic partner or otherwise, with the intention of damaging the said product(s), either to damage the product(s) to satisfy any self interest or to gain any post sale service(s) from Fingey ECOM, will be considered as “Sabotage” of Fingey ECOM provided product(s). In case of any act of sabotage, Fingey ECOM reserves the right to deny warranty services along with any and all post sale service(s) for the user(s) and/or client(s) of Fingey ECOM in question. ■

**1.18C** In case of any damage to any interest(s) of the Fingey ECOM, including but is not limited to business interests, marketing interests, brand image, partnership or sponsorship interests, stock market evaluation, net worth of the business and/or company or otherwise, due to any self-inflicted harm and/or any successful or unsuccessful attempt of sabotage by any user or client or any personnel who may or may not be related to the user or client, which includes but is not limited to relatives of all kind, acquaintance, employee, student, trainee, friend, any platonic or romantic partner or otherwise, for their own personal gain, will be considered a criminal offense and an attack on the Fingey ECOM business and her business interests. Fingey ECOM reserves the rights to demand proper damage compensations from the user(s) and/or client(s) in question and may/will involve the proper judicial authority of the country/state/region to resolve the conflict. Furthermore, Fingey ECOM may/will press criminal charges against the relevant user(s) and/or client(s) if the situation demand so. ▲

*Continued on the next page ...* || 1.19 Incineration (Page 9)



**1.19 Pollution**

**1.19A** Fingey ECOM provided product(s) and packaging may consist of constituents that includes but not limited to NiCd/Lithium based battery, Lithium Ion and/or Lithium Polymer based battery, chemical-based power storage element, semiconductor components, chemical-based components, pressurized/sealed/waterproof components, metallic wires, metals including but not limited to copper, aluminum, lead, palladium, nickel, chromium, gold or otherwise, chemical-based dye, different types of plastic, glass/glass fiber, silicone components and different types of paper and paper ink. Several of the constituents may cause direct pollution to the environment if they are not properly disposed or are burned. It is the sole responsibility of the user(s)/client(s) to dispose of the discarded product properly or recycle according to the region's/country's laws, rules and regulations. ■

**1.20 Incineration**

**1.20A** No Fingey ECOM provided product(s) contains any sort of explosive material unless it is clearly marked in the product itself or in the product related documents. However, burning electronics may cause some of the non-explosive (under normal condition) electronic elements/components to explode that may cause bodily harm to nearby human or wildlife and/or can cause wide spread fire. Furthermore, burning semiconductor or chemical-based components may produce toxic gases that may prove to be lethal or may cause damage to any human or wildlife that inhales the toxic gases. Fingey ECOM strongly suggests against burning/incineration of any Fingey ECOM provided product(s) that may contain any kind of battery or power storage element, semiconductor components, chemical-based components, pressurized/sealed/water proof components or any product containing any combination of all aforementioned elements. ■

**1.20B** Fingey ECOM provided product(s) may contain plastic as part of the product or as a packaging material or both. Burning plastic causes production of toxic gases that can become lethal for human or wildlife. Fingey ECOM cannot be held responsible for any damage caused by burning any of Fingey ECOM provided product(s), paper/plastic-based documents or the accompanying packaging materials. ■

**1.21 Out Of The Box Defective Product**

**1.21A** Fingey ECOM provided product(s) are intended to be used in proper and perfect working condition. Although all Fingey ECOM products are shipped in perfect working conditions, in rare cases, flawed product(s) might slip through the system and in to the hands of any user or client. User(s)/client(s) is/are responsible for checking that if the product they are using is defective, and take necessary steps to fix the defect whether by themselves or by using support from Fingey ECOM, before using them in any application. In case of any and all damage including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, caused by using any defective Fingey ECOM provided product(s), neither Fingey ECOM nor any of its partners, subsidiary/subsidiaries, suppliers, manufactures or any other client(s) can be hold responsible. ■

**1.22 Membership Based Obligation**

**1.22A** Any and all obligations of Fingey ECOM toward any user(s)/client(s) is available for only the registered members of Fingey ECOM. A member registration is achieved by completing the registration process, as dictated in written form on the Fingey ECOM official website. Fingey ECOM reserves the rights to acknowledge any obligations toward any user(s)/client(s) of Fingey ECOM product(s)/service(s) of Fingey ECOM, who is/are not a registered member. Furthermore, any registered member who has decided to remove or deactivate their account from Fingey ECOM website is no longer a registered members of Fingey ECOM and therefore, Fingey ECOM will have no obligations toward them. ■

**1.23 Social Etiquette And Civilized Attitude**

**1.23A** The user(s)/client(s) are responsible for maintaining proper social etiquette and display civil mannerism toward any service personnel, who are serving Fingey ECOM, either directly or via any third party. Fingey ECOM will hold the relevant user(s)/client(s) responsible for any unsavory behavior(s) toward any service personnel, for any reason whatsoever. Fingey ECOM may/will take harshest steps, legal and otherwise, against any user(s)/client(s) Fingey ECOM for any attempt by the relevant user(s)/client(s) of Fingey ECOM to either attempting/succeeding to cause any bodily harm to any service personnel and/or for attempting to inflict verbal abuse toward the service personnel. Any abuse, including but not limited to physical, verbal or otherwise, and/or any harm, including but not limited to physical, psychological or otherwise, will be considered by Fingey ECOM as a criminal felony and will be responded as such by utilizing the maximum extend of law. The relevant user(s)/client(s) will be liable to pay compensations, means and amount dictated by Fingey ECOM or by court of law if applicable, to both Fingey ECOM and the service personnel on the receiving end of the abuse and/or harm. ■

**1.23B** The user(s)/client(s) are responsible for maintaining social etiquette, in regard of Fingey ECOM, in the social media and/or in any mass media in general. Any ill-intended media activity, which includes but is not limited to spreading false/fake information about Fingey ECOM, criticism against any product(s)/service(s) without using any product(s)/service first, inability of the user(s)/client(s) to use the purchased product(s)/service(s) properly, any criticism based on disciplinary action by Fingey ECOM against the user(s)/client(s) due to violation(s) of Fingey ECOM T&C by the user(s)/client(s), any situation where the user(s)/client(s) did not reach out to Fingey ECOM due to any flaw in the product(s)/service(s), or otherwise. Fingey ECOM reserves the rights to seek compensations, financial or otherwise, from any/all user(s)/client(s), for any damage to Fingey ECOM, including but not limited to public image, business, or otherwise, caused by any user(s)/client(s) or by their family, friend, relative, acquaintance, platonic/romantic partner or otherwise, by spreading false/fake information about Fingey ECOM and/or her product(s)/service(s). ■

**1.24 Following Of Procedures**

**1.24A** To acquire any service(s) of Fingey ECOM, the user(s)/client(s) are required to follow specifically defined procedures, exclusively prepared and imposed by Fingey ECOM. All requests for any service(s) from Fingey ECOM by any user(s)/client(s) will be denied or rejected by Fingey ECOM if proper procedures were not followed while requesting for the said service(s). The sole responsibility to follow the procedure(s) correctly, lies with the user(s)/client(s). ▲

*Continued on the next page ...* || 1.25 Legal Notifications (Page 10)

**1.25 Legal Notifications**

**1.25A** In the event that any user(s)/client(s) of Fingey ECOM provided product(s)/service(s) wish to take any sort of legal action against Fingey ECOM, the said user(s)/client(s) is/are required to notify Fingey ECOM beforehand and make a sincere attempt to deescalate and/or resolve the situation outside the court of law and save both the party and the country a significant amount of time and money. The notification to Fingey ECOM must be sent via both email and by following proper legal means. Any notification is considered valid only if the notifier has received a proper written acceptance of the said notification from Fingey ECOM. Any notification that has not been accepted by Fingey ECOM by providing a written acceptance feedback, will be deemed void. The responsibility lies with the said user(s)/client(s) to ensure Fingey ECOM has been properly notified and that Fingey ECOM has provided the notifier with a proper written response. Fingey ECOM reserves all rights to legally respond, along with making claim of compensations, financial or otherwise, for any/all legal services and damages rendered, arising from the user(s)/client(s) inability to properly communicate with Fingey ECOM for any purposes. ■

**1.25B** The user(s)/client(s) of Fingey ECOM possess complete right to use the country's justice system as they see fit. However, Fingey ECOM believes in fair usage of legal and justice systems that the country is providing. Any attempt from any user(s)/client(s) of Fingey ECOM to abuse the legal and justice systems of the country will assure extreme legal steps from Fingey ECOM. Furthermore, Fingey ECOM assures to take the harshest possible legal response along with compensations, financial or otherwise, from any user(s)/client(s) if the said user(s)/client(s) makes any attempt on unjustified, ill-intended legal steps toward Fingey ECOM for whatever reason(s). ■

**1.26 Types of Policies**

**1.26A** Fingey ECOM reserves the rights to define and implement different "Types" to implement and define the scopes & limitations of its Policies. Fingey ECOM, at its sole discretion, reserves all rights to add new types of policy and remove or modify any/all existing types of policies. Fingey ECOM reserves the rights to define the definition, quantity, operating characteristics and limitations of all the defined "Types" of policies at its sole discretion. ▲

\*\*\* \*\* END OF "TERMS AND CONDITIONS OF USING FINGEY ECOM PROVIDED PRODUCT(S) AND SERVICE(S)" \*\*\* \*\*

*Continued on the next page ...* || Post Sale Service Policy (Page 11)

## **2. Post Sale Service Policy**

### **General Notice Of “Post Sale Service Policy”**

Fingey ECOM has a universal “Post Sale Service Policy” that covers all Fingey ECOM provided products. This “Post Sale Service Policy” applies to all applicable Fingey ECOM provided products. Please note that Fingey ECOM reserves the right to change/modify/remove any/all part of this “Post Sale Service Policy” along with any/entire terms and condition(s) and any/all involved documents at any time with/without any prior notice or consent of any other party. Furthermore, only “Post Sale Service Policy” to take effect is the latest released version unless otherwise is stated. It is important to note that the “Post Sale Service Policy” is only a part of the total T&C, that is outlined by Fingey ECOM, which is designed for some very “specific situations” with intentions to serve a “specific part” of the Fingey ECOM clientele. Breach of any related & relevant T&C of Fingey ECOM may override the T&C of the “Post Sale Service Policy”. As such, there might be cases where the “Post Sale Service Policy” might become unavailable even if there has not been a breach in the “Post Sale Service Policy”. It is the responsibility of user to follow the terms and conditions, that are explicitly outlined by the Fingey ECOM, properly. By using the product(s) of Fingey ECOM, the user approves that he/she has read and accepted the terms and conditions of the “Post Sale Service Policy” along with other related and relevant policies.

### **Terms And Conditions Of “Post Sale Service Policy”**

#### **2.1 Scope Of The “Post Sale Service Policy”**

**2.1A** Any service of Fingey ECOM that provides any user(s)/client(s) of Fingey ECOM with any service(s), that is related to any Fingey ECOM provided product(s)/service(s) and is provided after the said product(s)/service(s) has been paid for in full, is categorized as “Post Sale Service”. Service(s) that are categorized as Post Sale Service and will include but will not be limited to “Warranty Service”, any/all “Repair Service”, “Product Return” and “Product Refund”. All post sale services are provided while enforcing the “Post Sale Service Policy”. The “Post Sale Service Policy” defines the scopes and limitations of the post sale service(s) and is applicable for user(s)/client(s) of Fingey ECOM who are active user(s) of any product(s) or technologies, that has/have been either manufactured and/or has been sold by either Fingey ECOM or by any business entity who possess the rights to store, sell and distribute products/technologies of Fingey ECOM. However, this “Post Sale Service Policy” is not applicable for any licensed manufacturers of Fingey ECOM provided products or technologies. Fingey ECOM reserves sole rights to add new services or remove existing services from the “Post Sale Service Policy” at any time with/without any prior notice to any party. ■

**2.1B** The “Post Sale Service Policy” grants the applicable user(s)/client(s) of Fingey ECOM rights to demand compensation for any malfunctions of any Fingey ECOM provided products or services, that has been purchased in return of any fixed amount of valid monetary currency, provided that none of the T&C of this “Post Sale Service Policy” has/have been breached. Fingey ECOM reserves sole rights to define all scopes, limitations and definitions of the Post Sale Policy, along with all rights to dictate the eligibility and availability of any Fingey ECOM product(s)/service(s) for the “Post Sale Services”. The user(s)/client(s) is/are liable for providing the necessary documentations, as demanded by Fingey ECOM in written form, to either receive or to be eligible to receive any post sale services and/or any services of Fingey ECOM in general. Fingey ECOM reserves the rights to deny or reject any/all claim for warranty service, along with any demands for any type of compensations (monetary or otherwise) for any/all of its products and/or technologies in the event that the relevant user(s)/client(s) caused any breach in the “Post Sale Service Policy” or in any T&C of Fingey ECOM. ■

**2.1C** If available, The warranty service for any/all relevant Fingey ECOM provided product(s) and/or technologies is either repair service free of cost or a complete/partial replacement of the product(s) or technologies. Fingey ECOM does not offer any refund or monetary compensation for any of its post sale services, unless otherwise is stated explicitly by Fingey ECOM in written form. The type of warranty service is solely determined by Fingey ECOM and the user(s)/client(s) are to accept the decision of Fingey ECOM without any objections. ■

**2.1D** The user(s)/client(s) must be able to provide the necessary documentations and follow specifically outlined procedures in order to claim any Post sale services from Fingey ECOM. The list of required documentations are always either included with the product(s)/technologies at the time they are sold or available at the Fingey ECOM website. Furthermore, the user(s)/client(s) must accept the T&C of the “Post Sale Service Policy” without any contestations. Inability to provide the necessary documentations and/or inability of the user(s)/client(s) to follow proper procedure(s) and/or inability to accept the T&C of the “Post Sale Service Policy” will make the relevant user(s)/client(s) of Fingey ECOM unfit to receive any Post Sale Services and any/all services from Fingey ECOM as a whole. ■

**2.1E** The licensed manufacturer(s) of Fingey ECOM provided product(s)/technologies has/have the rights to enforce Fingey ECOM defined “Post Sale Service Policy”, either completely or partially, or a modified version of this “Post Sale Service Policy”, for any Fingey ECOM provided product(s) or technology that the licensed manufacturer have legally manufactured, stored, sold and/or distributed. ■

**2.1F** The “Post Sale Service Policy” will hold true as long as none of the T&C of the “Post Sale Service Policy” has not been breached or violated by the applicable user(s)/client(s) either intentionally or accidentally. Any violation to any T&C of the “Post Sale Service Policy”, along with violation to any relevant legal T&C will render the “Post Sale Service Policy” void. The user(s).client(s) of Fingey ECOM has complete right to demand compensations for the malfunctioning Fingey ECOM provided product(s) from the relevant manufacturers, sellers and distributors as long as the “Post Sale Service Policy” holds true. However no user(s)/client(s) of any Fingey ECOM provided product(s) or technologies can hold responsible, neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partner(s) or otherwise, for any compensations, in the event that the “Post Sale Service Policy” has/have been rendered void in any form. ▲

*Continued on the next page ...* || 2.2 Limitations Of The Warranty Service(s) (Page 12)

## **2.2 Limitations Of The Warranty Service(s)**

**2.2A** The term “Warranty” means that Fingey ECOM is liable to provide a “Specialized Service” in case any of its product(s) malfunctions due to manufacturer’s faults, any manufacturing defects, or due to any error of Fingey ECOM, provided that neither the “Post Sale Service Policy” nor any of the legal T&C, defined by Fingey ECOM, has been breached by the user(s)/client(s). Furthermore, Fingey ECOM is not liable to provide any other third-party service(s) that may be related to the warranty services i.e. transportation of the warranty claimed product. Cost of any service(s), that are not related to the warranty services, must be paid by the user(s)/client(s) in question. Warranty service is applicable only for “situations” that is printed in the warranty card, for a limited number and amount of time. ■

**2.2B** The limitations and scopes of the “Post Sale Service Policy” and all warranty related service(s) respectively, for any and all products of Fingey ECOM, is exclusively defined by Fingey ECOM, unless otherwise is stated. Fingey ECOM reserves the right to provide the user(s)/client(s) of any Fingey ECOM provided product(s) or technology, a limited warranty related service(s), that will include but is not limited to replacement of the defective product, technical servicing operation for the defective product, partial refunding for the defective product or otherwise. Fingey ECOM reserves the right to deny any and all warranty service(s) in case the defect on the defective product(s) has/have not originated in the manufacturing phase or during transportation or storage or handling or in any procedure that occurred before the product has been acquired by the user(s)/client(s). Any defect, incurred by the user(s)/client(s) or during installation phase, is a direct breach of the “Post Sale Service Policy” and will nullify the “Post Sale Service Policy” unless otherwise is stated. ■

**2.2C** Any and all warranty service(s) of Fingey ECOM is applicable only for a limited number of times unless otherwise is stated. Fingey ECOM will not be liable or responsible to provide any warranty service to any user(s)/client(s) of Fingey ECOM after the warranty service(s) has/have already been provided for the applicable number of times. Fingey ECOM, at its sole discretion, will determine the number of times for which the warranty service(s) is applicable. ■

**2.2D** Any and all products will always consist of several physical components of different size, shape, form factor and other physical properties that may determine the level of usability of both the component and the product in question and the availability of warranty service. All components, especially connectors, headers, all types of switches, PCB, coils/solenoids and components designed to be operated in higher temperature and/or higher voltage, will suffer natural wear and tear as they are being used. Warranty claim will be invalid for any damage, to any components, caused by natural wear and tear. Any and all malfunction of any Fingey ECOM provided product(s), caused by faulty components where the fault(s) has/have developed over time by natural wear and tear, is out of scope of the Fingey ECOM warranty services. Some components are covered within the “Post Sale Service Policy” and the list of these components are provided with the product. The user(s)/client(s) will be required to use the paid repair service(s) of Fingey ECOM (if and when available) to repair any faulty product(s) of Fingey ECOM that has/have developed fault due to natural wear and tear and products that are out of scope of the warranty service(s). ■

**2.2E** Scope of the warranty service(s) of Fingey ECOM is limited to only to situations where the product(s) has/have either any manufacturing defect or has/have inherited any bug (hardware and/or software) from the engineering R&D phase. In short, warranty service(s) for Fingey ECOM products is available only for any situation that is out of control of the user(s)/client(s). It should be boldly noted that any/all user(s)/client(s) are to be considered ineligible to receive any warranty service(s) in case they are in direct violation to any legal T&C that has been outlined by Fingey ECOM and has been willingly accepted by the user(s)/client(s) in question. ■

## **2.3 Warranty Time Limit(s) & Compensation(s)**

**2.3A** All types of warranty, provided by Fingey ECOM, is valid for a specific and limited amount of time. The valid time duration is solely defined by Fingey ECOM and can be different for different product(s). During the valid warranty period, the user(s)/client(s) will be compensated for any manufacturing defect or any inherent defect that leads to malfunction of the device, as per the defined “Post Sale Service Policy”, provided the user(s)/client(s) has not breached any of the policy/policies set forth by Fingey ECOM. The mode of compensation will be defined by Fingey ECOM and will depend on factors that is solely known and determined by Fingey ECOM only. ■

**2.3B** The mode of compensation for any defective product or technology is solely determined by Fingey ECOM which includes but is not limited to, complete/partial device replacement, device repair and other options. However, under no circumstances, Fingey ECOM will make any refund to any user(s)/client(s) for any of its product(s)/service(s) unless otherwise is stated. ■

## **2.4 Physical Damage**

**2.4A** Warranty is to be considered void if any part/component, including but is not limited to semiconductor component, active and/or passive component, optical component, PCB, cabling, connectors, switches, display units, sensors, glass panel, glass encapsulated sensors, product casing/housing or otherwise, are cracked, broken, melted, burned or disfigured. Also, warranty should be considered void if any part/component including but not limited to semiconductor component, active and/or passive component, optical component, PCB, cabling, connectors, switches or casing/housing are either melted, burnt or has a burn mark on it. Any and all form of physical damage, that has been absent during either any manufacturing stage or at the time of being sold and has appeared after the product in question has been procured by the user(s)/client(s), is a direct violation to the “Post Sale Service Policy” and will be considered as “Not eligible for any complimentary/promised specialized post sale technical service(s)” or any service(s) related and/or promised by the “Post Sale Service Policy”. ▲

*Continued on the next page ...* || 2.5 Users’ Responsibility (Page 13)

## **2.5 Users' Responsibility**

**2.5A** The limitations of the product(s) and/or technologies is/are clearly stated in the product documentation(s). It is the responsibility of the user(s)/client(s) to follow the proper, relevant documentations and to stay within the defined limits of the said product or technology. Any damage, caused by exceeding any of the published absolute limits, by the user(s)/client(s), will be considered a violation of the “Post Sale Service Policy”.■

**2.5B** If any dangerous voltage is involved, the user(s)/client(s) is/are solely responsible for following the proper procedures and precautionary measures, while installing, operating and/or maintaining the product/technology, to ensure safety of the user(s)/client(s) and any/all living beings around them. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partner(s) or otherwise, can be held responsible for any kind of damage, including but not limited to physical, physiological, psychological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from user(s)/client(s) ignorance and inability to follow proper procedure and precautionary measures while handling dangerous voltages. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, are liable for paying any kind of compensation, financial or otherwise, to any user(s)/client(s) of Fingey ECOM, for any damage arising from the user(s)/client(s) ignorance and/or inability to follow proper procedure and precautionary measures while handling dangerous voltage(s).■

**2.5C** All “Post Sale Services” of Fingey ECOM are always assumed to be valid for specific region(s) unless otherwise is stated. Unless otherwise is stated, it is always the responsibility of the user(s)/client(s) to physically carry the defective product(s) and/or technologies to the proper location of the servicing facilities, where the location is provided by Fingey ECOM, unless either the user(s)/client(s) has agreed to receive or Fingey ECOM has agreed to provide dispatchable technical service(s). It must be noted that the dispatchable service(s) may have its own sets of T&C and the user(s)/client(s) might have to make a financial transaction to enjoy the said service(s). Furthermore, the user(s)/client(s) has/have to carry all costs, along with all the responsibilities, that are associated with physically relocating the product(s)/technologies to the proper location of the servicing facilities. Any and all sort of damage to the product(s)/technologies, that is including but is not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, that are caused during relocation procedures, is the sole responsibility of the user(s)/client(s) and neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partner(s) or otherwise will assume any responsibilities.■

## **2.6 Scopes Of Fingey ECOM Service(s)**

**2.6A** All Fingey ECOM services that are provided after occurrence of any related & relevant successful financial transaction(s) from any user(s)/client(s) to Fingey ECOM, is always categorized as “Post sale service”. This clause holds true even if the user(s)/client(s) went through the transaction before the ordered product(s) has been handed over to them or the ordered the service(s) has been provided. In all events, Fingey ECOM observes sole authority in defining the rules and procedures associated with any post sale service(s).■

**2.6B** If available, “Cash On Delivery” or abbreviated as “COD” will define a service where the user(s)/client(s) pay for the product(s)/service(s) when they receive it. This service is a part of Fingey ECOM “Multiple Segment Payment Scheme” and will adhere to all terms & conditions related to Fingey ECOM “Multiple Segment Payment Scheme”. Furthermore, Fingey ECOM may add extra service charge(s) for COD at its own discretion.■

**2.6C** If available, Fingey ECOM may offer its user(s)/client(s) the service to deliver the ordered product(s)/service(s) to a certain destination by dispatching a “Service Provider Personnel”. This is a service, provided by Fingey ECOM, either by itself or using paid/unpaid assistance of any other party. Fingey ECOM, at its own discretion, reserves the rights to add extra service charge(s), paid for by the user(s)/client(s), for the said service.■

**2.6D** If available, Fingey ECOM may offer its user(s)/client(s) the service named “Return” to return any of the ordered product(s) to Fingey ECOM. The return service is available for only products that the user(s)/client(s) has acquired directly from Fingey ECOM. To make use of the return service, the user(s)/client(s) must bring the physical product(s) back to Fingey ECOM in its original packaging along with all relevant packing materials and will bear all expenses related to bringing back the physical product(s) to Fingey ECOM. Fingey ECOM reserves the rights to deny the Return service in the event(s), which includes but is not limited to any/all packaging material damaged beyond measure, any/all packaging material is/are lost or missing, product itself has suffered any physical or other damage, any breach in any of Fingey ECOM T&C or otherwise.■

**2.6E** If available, Fingey ECOM may offer its user(s)/client(s) the service named “Refund” to refund a fixed sum of monetary funding to any of the user/client. The refund service is available only for service(s) that were directly provided to any of the user(s)/client(s) of Fingey ECOM by Fingey ECOM themselves. Fingey ECOM reserves sole rights to add service charge(s) for the Refund service and deduct the said charge(s) from the refunded amount, while also reserving the rights to deduct any other charges from the refunded amount.■

**2.6F** The availability of any service(s) of Fingey ECOM, at any time, is solely determined by Fingey ECOM at its sole discretion. Fingey ECOM may publish a list of its current available services although it is not mandatory. It is the sole responsibility of the user(s)/client(s) to ensure that the service that they are interested in is available for taking at the time. For all intents and purposes, Fingey ECOM reserves the rights to suspend, postpone, continue or discontinue any/all services as it deems fit along with the option to deny providing of any/all Fingey ECOM provided service(s) to any party, or to reject engagement of any business relationship/transactions with any individual or business entity at its own discretion, without providing any valid and/or reasonable reason(s) or statement(s) to any party at any time. Furthermore, Fingey ECOM, at its own discretion, can choose to terminate any business relationship/transactions with any individual or business entity, without providing any valid and/or reasonable reason(s) or statement(s) to any party.▲

*Continued on the next page ...* || 2.7 Type Of The Usage Environment (Page 14)

## **2.7 Type Of The Usage Environment**

**2.7A** Limited post sale service is provided for any/all device that is sold to either any institution that is of academic nature and/or is involved in providing personnel training facility or any institution where a same device can/will be used by multiple personnel with/without supervision of any instructor unless otherwise is stated. However, limited warranty is provided for purchase, intended for sole user, even if the user is involved in academia or in industry. The term “Limited” and “Limited Warranty” is defined exclusively by Fingey ECOM in all scenarios. ■

**2.7B** Fingey ECOM may provide technical support for any device that is sold to either any institution that is of academic nature and/or is involved in providing personnel training facility or any institution where a same device can/will be used by multiple personnel with/without supervision of any instructor, based on the necessity and/or demand of the institution in question. The institution may/will be required to pay service charges, the amount of which is solely determined by Fingey ECOM. Furthermore, the institution is required to accept the legal T&C of Fingey ECOM without any contestations. ■

## **2.8 Self-repairing & Self-assembly**

**2.8A** Fingey ECOM may provide product(s) that might be shipped in multiple unassembled segmented form and the user may require to assemble the product by following a manufacturer defined and/or provided assembly guide before the product(s) becomes ready to be used as intended by the manufacturer. Assembly may/will require application of physical pressure and/or heat and/or melted solder using a soldering iron or hot air on the product and/or application of any type of glue and/or usage of screwdriver and/or other tools for assembly. The user(s)/client(s) must assume full responsibility for properly following the manufacturer defined assembly procedures and, if necessary, for collecting the proper assembly guide from the manufacturer and, if necessary, collect and properly use the necessary tools required for the assembly process. Any/all damage to the product, including but not limited to breakage, burning, dismemberment, incineration, meltdge, cosmetic disfiguration or otherwise, during the assembly process, is a direct violation of the Fingey ECOM defined “Post Sale Service Policy”. ■

**2.8B** Self-repairing and/or any repair procedure, applied on any/all Fingey provided product(s), either by the user(s)/client(s) themselves or any other party who are affiliated with the said user(s)/client(s), is considered to be a direct violation of the Fingey ECOM defined “Post Sale Service” unless otherwise is stated by Fingey ECOM in explicit written form. ■

## **2.9 Exceeding The Technical Specification(s)**

**2.9A** The user(s)/client(s) is responsible for using any/all Fingey ECOM provided product(s) and technologies responsibly such that, no limitation(s) is/are exceed, for the product(s) in any shape or form. Generally, description & limitations of the product(s) are clearly stated in either/both on the product itself and/or in the relevant documentations, including but is not limited to datasheet, user manual, application notes, guides, reports, journal, any/all type of relevant documentation or otherwise. Even though the limitations may or may not be included, the user(s)/client(s) are expected to make use of their “Common Sense” by default from the very beginning. Inability of the user(s)/client(s) to follow the stated limitations and/or make use of their “Common Sense” is considered to be a breach in the “Post Sale Service Policy” of Fingey ECOM. ■

## **2.10 Fluid Damage**

**2.10A** Any and all damage(s) caused by pouring/spilling any fluid, which includes but is not limited to water, soft drink, alcohol or any other chemical or fluid, on any Fingey ECOM provided product(s), is out of scope of the “Post Sale Service Policy”. Furthermore, as some of the Fingey ECOM provided product(s) may involve dangerous voltage(s), no user(s)/client(s) of Fingey ECOM provided product(s) or technologies can hold responsible neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partner(s) or otherwise, for any kind of damage, that is including but is not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from spilling fluid or by allowing any fluid to enter the product(s) provided by Fingey ECOM. ■

## **2.11 Damage To Any Host Machines/Devices**

**2.11A** Some Fingey ECOM provided product(s) may/will require a host machine/device, namely a computer, to be connected to the Fingey ECOM provided product(s), for proper operation/function of the said Fingey ECOM provided product(s) or technologies. All Fingey ECOM provided products are highly likely to contain guidelines, stating clearly, stating how the said Fingey ECOM provided product(s)/technology and the host machine/device is to be treated or handled, so that none of the products are damaged in any shape or form. The user is expected to follow the respective guidelines and adhere to the said guidelines strictly as well as ensure that the host machine/device is not damaged in any way, caused by misuse of any Fingey ECOM provided product(s) or technologies. Any and all sort of damage, that is including but is not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from ignorance of the guidelines and/or abuse of Fingey ECOM provided product(s) and host machine/device, are a clear breach of the “Post Sale Service Policy” and will cause any/all warranty to be deemed void. ■

## **2.12 Defective Host Computer And DUT/SUT**

**2.12A** Some product(s) of Fingey ECOM, may/will require a computer, to be connected to the Fingey ECOM provided product(s), for proper operation/function of the said Fingey ECOM provided product(s). Fingey ECOM expects the host computer to be in perfect working condition. The host computer’s connection Port and all related connecting mechanisms must be in proper working condition i.e., the power rails and the data communication lines must generate power and signals, that are within normal/expected operating characteristics of the said Port and connecting mechanisms. Fingey ECOM will not accept any liabilities nor will offer any compensation(s), monetary or otherwise, for any Fingey ECOM provided product(s) that was damaged by any defective host computer(s).

**2.12B** The products that are design to be used in experimental or educational environment, might be built with a defined level of ruggedness, however, the user(s)/client(s) should be responsible for ensuring that the product(s) is/are not connected to any DUT/SUT that exceeds the absolute maximum limits of the Fingey ECOM provided product(s), as mentioned in the product specifications. Any damage to any part of any Fingey ECOM provided product(s), by any defective host machine/computer or any DUT/SUT, is not a responsibility of Fingey ECOM and the warranty for these specific products will be void. ▲

*Continued on the next page ...* || 2.13 Warranty Transfer (Page 15)

### **2.13 Warranty Transfer**

**2.13A** The warranty for any and all products of Fingey ECOM is fixed against only one user/client, the one who originally purchased the product, and is not transferable unless otherwise is stated, explicitly in written form by Fingey ECOM.

**2.13B** In case of resell, the legal and/or permitted reseller(s) will be provided with the right to authorize a warranty of the resold item as long as the reseller holds the right to resell Fingey ECOM provided product(s). Any Fingey ECOM provided product(s) sold by a reseller without any prior, formal and specific written consent from Fingey ECOM, will have the warranty fixed against the reseller and the fixed warranty will not be transferable to any other party. Fingey ECOM reserves the right to deny any warranty service(s) to any and all illegally resold Fingey ECOM provided product(s).■

### **2.14 Options To Waive The Warranty Service(s)**

**2.14A** Fingey ECOM reserves the rights to offer its user(s)/client(s) option(s) to receive warranty related services. The user(s)/client(s) of Fingey ECOM provided product(s) or technology has/have the right to choose if they want to use the warranty service(s) or if they want to waive the right to warranty service(s). Fingey ECOM will be responsible to provide limited warranty service(s) to user(s)/client(s) who would like to receive warranty service(s), however, Fingey ECOM will not be responsible to provide any type of warranty service(s) in case the user(s)/client(s) of the Fingey ECOM provided product(s) or technology, willingly waives the rights to any warranty services.■

**2.14B** Fingey ECOM reserves the rights to offer its user(s)/client(s) option to reject the warranty related services for a “Budget Friendly” purchase or complete “Premium Experience” with warranty related services for more costly purchase. However, Fingey ECOM will not be liable to provide any warranty service(s) to any user(s)/client(s), who has/have willingly waived the rights receive to warranty services. It should be noted that Fingey ECOM will reject any claim of warranty related service(s) in case the user, willingly or accidentally, causes any breach in the “Post Sale Service Policy”. Furthermore, the warranty will be rendered void if the user, willingly or accidentally, breaches any legal terms and conditions, defined by Fingey ECOM.■

### **2.15 Authenticity And Non-Tamper Verification**

**2.15A** To ensure that the product has not been tampered with by any unauthorized entity, Fingey ECOM reserves the rights to add unique marking(s) on all of its products. The type and the location of marking(s) is solely decided by Fingey ECOM. Any kind of damage to these markings, that includes but is not limited to tearing, breakage, discoloration and /or damage of the markings due to environmental factors, damage to the information printed on the markings or otherwise, are considered to be a breach of the “Post Sale Service Policy”. Furthermore, removal of the markings, removal and replacement of the markings, tampering of the information printed on the markings, addition of new markings by the user(s)/client(s) etc. is considered to be a breach of the “Post Sale Service Policy”. All these aforementioned conditions will nullify the “Post Sale Service Policy” and will force Fingey ECOM to reject any/all warranty service(s).■

**2.15B** Authenticity and Non-Tamper Verification markings of Fingey ECOM products and technologies can also be implemented digitally along with physical means. Digital markings will include but is not limited to implementations of special circuits/systems/sub-systems, implementation of specific data of specific type into any of the memory location, located on either/both directly on the product itself or on any related peripheral, implementation of specific algorithm in the product firmware or software or both, implementation of any digital data on any memory location of the related PC software, or otherwise. Any attempt to bypass any “Authenticity and Non-Tamper Verification” marking by any means, which includes but is not limited to, bypassing of the special circuits/systems/sub-systems by any reversed engineered or specific circuits, any attempt to rewire any related and/or relevant circuit on any PCB, addition or subtraction of any components from the related and/or relevant circuits, usage of any “Security Compromised” firmware and/or PC software and/or hardware in an attempt to bypass the digital markings, or otherwise, will be considered a direct violation of the “Post Sale Service Policy”. Fingey ECOM reserves all rights to reject/deny any claim of warranty related service(s) in case the user, willingly or accidentally, causes any breach of any part of the “Post Sale Service Policy”.■

### **2.16 Intermittent Fault(s)**

**2.16A** Although the products & technologies of Fingey ECOM are thoroughly tested before being released into the mass market, there always stays the possibility of “Intermittent Fault(s)”. The term “Intermittent Fault(s)” is defined by any and all types of faults and flaws which includes but is not limited to faults or flaws that are not normally detectable and takes effect only when some very specific conditions are satisfied, faults or flaws that are unintentionally overlooked by the technical/engineering team during any phase/stage of the R&D process, faults or flaws that has been unintentionally introduced by the technical/engineering team during any phase/stage of the product or technology upgrade or maintenance process, faults or flaws that has been unintentionally introduced during any phase/stage of the manufacturing process or otherwise. The scope of the “Intermittent Faults” will include but is not limited to software, hardware, combination of both software and hardware or otherwise. Although intermittent fault is a type of flaw that has been caused by the R&D and/or manufacturing entity, it is in no way intentional and therefore, is seen as an exceptional case by Fingey ECOM “Post Sale Service Policy”. Any malfunction or misbehaving of any Fingey ECOM products and/or technologies are not eligible for any replacement or repair service. However, Fingey ECOM, at its sole discretion, may offer its clients an update for the relevant product or technology to rectify any malfunction and/or misbehaving of the relevant Fingey ECOM provided product(s), when the intermittent fault is fixed. Fingey ECOM reserves the rights to define the modes, scopes, all related and relevant T&C along with any and all related monetary issues that are related and relevant to the update that to fix the malfunction and misbehaving of any Fingey ECOM provided product(s) and/or technology that has been caused by any type of intermittent fault(s). Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partner(s) or otherwise, can be held responsible in any way for any kind of damage, that is including but is not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from any type of “Intermittent Fault(s)” that caused any malfunction and/or misbehaving of any Fingey ECOM provided product(s) or technologies at any time, place or condition.▲

*Continued on the next page ...* || 2.17 Third Party Item(s) (Page 16)

**2.17 Third Party Item(s)**

**2.17A** Any and all items, manufactured by a third party, are out of scope of the Fingey ECOM “Post Sale Service Policy” unless otherwise is stated by Fingey ECOM. Third party items will include but is not limited to cables, connectors, peripherals, PCB with/without mounted components, and/or devices accompanying any Fingey ECOM provided product(s) or otherwise. User(s)/client(s) is completely liable for using any and all third-party components. Fingey ECOM will not bear any responsibility nor can be held responsible for any damage including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, that may arise from using the any third-party item(s). ■

**2.18 Warranty Provider**

**2.18A** For any/all product(s), provided directly by Fingey ECOM, the warranty service will be provided by Fingey ECOM itself, unless otherwise is stated by Fingey ECOM in explicit written form. For any/all third party products(s), provided by Fingey ECOM, the third party is completely responsible for proving any/all warranty service(s), provided if any available, unless otherwise is stated in explicit written form by Fingey ECOM. ▲

\*\*\* \*\* END OF “Post Sale Service Policy” \*\*\* \*\*

*Continued on the next page ...* || 3. Privacy Policy (Page 17)



### **3. Privacy Policy**

#### **General Notice Of “Privacy Policy”**

“Privacy Policy” defines the issues regarding privacy that any/all user(s)/client(s) of Fingey ECOM provided product(s)/service(s) will encounter and the relevant legal terms and conditions. “Privacy policy” outlines all data collection and data sharing policy of Fingey ECOM. Please note that Fingey ECOM reserves the right to change/modify/remove this “Privacy Policy” along with any/entire terms and condition(s) and any/all involved documents at any time with/without any prior notice or consent of any other party. Furthermore, only “Privacy Policy” to take effect is the latest released version unless otherwise is stated. It is the responsibility of the user(s)/client(s) to follow the relevant terms and conditions properly. The “Privacy Policy” is a part of the “Terms and Conditions of Using Fingey ECOM provided product(s) and Service(s)”. By using any product(s)/service of Fingey ECOM, the user approves that he/she has read and accepted the terms and conditions of the “Privacy Policy” and all other related and relevant documents/ legal or otherwise.

#### **Terms And Conditions Of “Privacy Policy”**

##### **3.1 Data Collection**

**3.1A** The user(s)/client(s) will be required to share a number of different personal data if they intend to use any product(s)/service(s) of Fingey ECOM. Data categories includes but is not limited to government approved Personnel Name, home/office Address, Telephone and/or Cellphone Contact, Email Address, Bank Account details and any government approved identification such as National Identification Card/Number. ■

**3.1B** Fingey ECOM will record the number and types of Fingey ECOM provided product(s)/service(s) the user(s)/client(s) is/are using. These data may be collected manually via “Manual Data Collection Form” or automatically while the user(s)/client(s) is using any website that is operated, maintained, marketed and approved by Fingey ECOM. ■

**3.1C** Details of all financial transaction between Fingey ECOM and the user(s)/client(s) will be recorded and retained. These data will include but is not limited to, type(s) of product(s)/service(s) provided, the number and amount of financial transaction(s) between the involved parties, the exact date and time of the financial transaction(s), the medium of transaction(s), the name of bank or broker or any other party involved as any form of enabler, the name of the currency(s) involved and all involved bank account(s) details or otherwise. Fingey ECOM reserves the right to use these data in applications, that includes but is not limited to any of its own data analysis, financial planning or projection, marketing schemes or otherwise, without any consent of the user(s)/client(s) or any other party. ■

##### **3.2 Data Retention**

**3.2A** The data collected will be retained or stored in any medium, which includes but is not limited to paper, digital/analog storage medium (online and/or offline) and/or cloud storage. Fingey ECOM holds the right to retain the collected data for as long as they deem fit. ■

**3.2B** Fingey ECOM reserves the right to retain the data even if the user(s)/client(s) discontinues usage of the Fingey ECOM provided product(s)/service(s) or has removed any/all accounts from online/internet-based software or website that is operated, maintained, marketed and approved by Fingey ECOM. ■

##### **3.3 Data Sharing**

**3.3A** Fingey ECOM reserves the right to share a part of the retained/collected data with any other party, if required. However, no sensitive data, which includes but is not limited to Bank account details, government approved Identification Number(s), financial transaction details, home/office address, contact details etc will be shared with any other party, unless required by the law of the operating country, the law enforcement authority or anyone who holds a proper court order for data handover order/request. ■

**3.3B** In case of any data exchange between Fingey ECOM and any interested/active user(s)/client(s), Fingey ECOM will own the rights of any/all data and the rights to share any/all data, shared by any/all interested/active user(s)/client(s), unless otherwise is stated by Fingey ECOM or the interested/active user(s)/client(s) has notified Fingey ECOM, prior to sharing any data, to use the shared data only in circumstances that are defined by the interested/active user(s)/client(s). ■

**3.3C** If any of the interested/active user(s)/client(s) of Fingey ECOM, choose to send any sort of data to Fingey ECOM, must do so at their own risk. Although Fingey ECOM will try its best to preserve, maintain and secure all data, no explicit guarantee is made by Fingey ECOM. It is the responsibility of the interested/active user(s)/client(s) to ensure that the data, sent to Fingey ECOM, has a copy and does not contain anything sensitive that can cause any harm, financial or otherwise, to the interested/active user(s)/client(s). Fingey ECOM reserves the right to reject/deny any claim of compensation, financial or otherwise, by any interested/active user(s)/client(s) of Fingey ECOM, due to any damage, caused by any kind of mishandle of data, caused by either Fingey ECOM, by any of its affiliates, subsidiary/subsidiaries, partners or by any external event(s) that is beyond control of Fingey ECOM. ■

**3.3D** In case any interested/active user(s)/client(s) of Fingey ECOM, choose to send any data that is an intellectual property of the relevant party, the interested/active user(s)/client(s) must disclose this fact prior to sharing the said intellectual property. Fingey ECOM shall bear no responsibilities in case the data, containing the intellectual property, is lost, corrupted or exposed to public by any data mishandle, caused by either Fingey ECOM or by any of its affiliates, subsidiary/subsidiaries, partners or otherwise. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, can be held responsible for any kind of compensation, financial or otherwise, by any interested/active user(s)/client(s) of Fingey ECOM for any kind of intellectual property mishandle in the event where the interested/active user(s)/client(s) failed to provide proper prior notifications and guidance to Fingey ECOM. ▲

*Continued on the next page ...* || 3.4 Data Removal Request (Page 18)

### **3.4 Data Removal Request**

**3.4A** User(s)/client(s) of Fingey ECOM can request a data removal request only with the help of the law. A data removal request must be accompanied by a formal court order, stating the detailed reason(s) behind the data removal request, along with the list of specific details of the data that is to be removed. The user(s)/client(s) might be required to pay a non-negotiable financial compensation to Fingey ECOM for removing the said data. Furthermore, Fingey ECOM may also charge the user(s)/client(s) a specific non-negotiable fee, required to fulfill the data removal process. Fingey ECOM reserves the right to contest any data removal request(s) in the court of law and solely define the data removal procedure fees, payment mode/method and terms and conditions of data removal. ■

### **3.5 Online/Web Data Collection**

**3.5A** Fingey ECOM reserves the right to collect “some” data whenever any interested/active user(s)/client(s) sends an email to Fingey ECOM or whenever a visitor visits any website and/or webpage or use any web-based software or uses any facility provided within the said website and/or webpage or the web-based software, that is either operated, maintained, marketed and approved by Fingey ECOM or any other entity that has been permitted to collect data of user(s)/client(s) of Fingey ECOM by Fingey ECOM. The permitted entity will include but is not limited to Fingey ECOM itself, affiliate(s), subsidiary/subsidiaries or partner(s) of Fingey ECOM, or otherwise. The collected data will include but is not limited to timing data (date, time and duration of visit) of visitor, Internet Protocol address, location of the user, details of the Internet Service Provider (ISP), email ID, details of the software used to visit the website/webpage, details of the computer/device used to visit the page/website, the page(s) and product(s) visited within the website and language and/or region setting of the website or web based software and cookies stored in the visitor's machine. Furthermore, Fingey ECOM may/will store cookies in the local visitor's with variety of data and holds the rights to collect & use the cookies and its contents at seems necessary by Fingey ECOM. ■

### **3.6 User/Client Responsibility For Sharing Data**

**3.6A** Fingey ECOM reserves the rights to seek paid/unpaid service(s) from any other party, who may/may not be a partner or subsidiary of Fingey ECOM, to collect, store, manage and analyze the complete set of user(s)/client(s) data along with all Fingey ECOM provided website/internet based service(s). Fingey ECOM cannot be held responsible in case of any data mishandle, including but is not limited to data loss and/or corruption due to reasons, which includes but is not limited to electrical, electronic, mechanical, electromechanical, electromagnetic, natural, collateral or otherwise. Furthermore, Fingey ECOM will bear no responsibility in case of illegal schemes which includes but is not limited to data stolen/hacked from any database in any way by any unauthorized external party, data leaks without the users'/clients' consent or otherwise. The user(s)/client(s) must be solely responsible for providing all data responsibly and ensure that no data is shared that can cause any direct/indirect harm to the user(s)/client(s) in question. The user(s)/client(s) is solely responsible for sharing the data and thus, must solely bear the responsibility. In case of any mishandling of data, the user(s)/client(s) must take the matter to the party who is responsible for collecting, managing, storing and analyzing the data. Fingey ECOM will not be liable for any data mishandling, by itself or by any other party, and thus will not be not liable to pay any form of compensation for any data mishandling to any party. ■

### **3.7 Data Shared Via Email, Online Chat & Other Virtual & Physical Means**

**3.7A** In case of any interested/active user(s)/client(s) shares any data with Fingey ECOM via any electronic medium, virtual platform or online platform, that includes but is not limited to Electronic mail (email), online chat, online form, online survey, any social media platform, any media sharing website/application, single/group communication website/application, any Virtual Reality (VR) and/or Augmented Reality (AR) platform or otherwise, must do so at their own risk. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries or partner(s) can neither guarantee nor can be held responsible for any sort of data loss, data corruption or exposure of sensitive data to public by any unethical mean(s) by any external third party, that may cause any form of damage that includes but is not limited to financial, corporate, marketing, social, physical or otherwise, to the interested/active user(s)/client(s). ■

**3.7B** In case of any interested/active user(s)/client(s) shares any data with Fingey ECOM via any physical mean, which includes but is not limited to printed document(s), handwritten document(s), letter(s), parcel(s), printed and/or hand drawn artwork(s), printed and/or hand drawn design(s) or otherwise, must do so at their own risk. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries or partner(s) can neither guarantee nor can be held responsible for any sort of data loss, data corruption or exposure of sensitive data to public by any unethical mean(s) by any external third party, that may cause any form of damage that includes but is not limited to financial, corporate, marketing, social, physical or otherwise, to the interested/active user(s)/client(s). ■

**3.7C** In case of any interested/active user(s)/client(s) wants to share any data with Fingey ECOM via any physical or virtual mean, which includes but is not limited to, public/private postal service, public/private courier service, web client, email client, email service provider, FTP server, web based data sharing service(s), data hosting service(s), data download service(s) or otherwise, must take all responsibilities regarding proper transmission of the data from the interested/active user(s)/client(s) to Fingey ECOM. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries or partner(s) can neither guarantee nor can be held responsible for any sort of data transmission failure of the data transmission service provider, appointed by the interested/active user(s)/client(s), that may cause any form of damage(s), which includes but is not limited to financial, corporate, marketing, social, physical or otherwise, to the interested/active user(s)/client(s). Furthermore, neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries or partner(s) can be held responsible for any sort of data loss, data corruption and/or exposure of sensitive data to public by any of the service provider appointed by the interested/active user(s)/client(s), that may cause any form of damage that includes but is not limited to financial, corporate, marketing, social, physical or otherwise, to the interested/active user(s)/client(s). ▲

\*\*\* \*\* END OF “PRIVACY POLICY” \*\*\* \*\*

*Continued on the next page ...* || 4. Combined Business Policy (Page 19)

## **4. Combined Business Policy**

### **General Notice Of “Combined Business Policy”**

Combined Business Policy defines the terms and conditions of Combined Business Policy for any/all Fingey ECOM provided product(s)/service(s), that any/all user(s)/clients(s) of Fingey ECOM must follow/accept while/when/if they are using any product(s) or service(s) of Fingey ECOM. Fingey ECOM “Combined Business Policy” defines the terms and conditions that includes but is not limited to the manufacturing and/or lead time, sell and resell policies, minimum size of order, restrictions of sell and/or resell, scopes of service(s) or otherwise. It must be noted that Fingey ECOM reserves the right to change/modify/remove this “Combined Business Policy” along with any/entire term(s) and condition(s) and any/all involved documents at any time with/without any prior notice or consent of any other party. Furthermore, only “Combined Business Policy” to take effect is the latest released version unless otherwise is stated. It is the responsibility of user to follow the terms and conditions properly. By using any product(s)/service(s) of Fingey ECOM, the user approves that he/she has read and accepted the terms and conditions of the “Combined Business Policy”.

### **Terms And Condition Of “Combined Business Policy”**

#### **4.1 Minimum Quantity**

**4.1A** All Fingey ECOM products are intended to be sold in a specific lot. The size of the lot can vary between types of user(s)/client(s), the type of product, availability and/or demand for the specific product or else. Fingey ECOM reserves the right to define the size of the minimum quantity, solely at its own discretion and at any time with/without any prior warning to any party. ■

#### **4.2 Lead Time**

**4.2A** All Fingey ECOM provided products and services may have a specific defined lead time associated with it. If any user/client don't intend to buy the product from the reserve of Fingey ECOM or if the ordered product is not available in the reserve of Fingey ECOM, the user/client must wait out the lead time. The lead time is defined in working days and is exclusively defined by Fingey ECOM unless otherwise is stated. ■

**4.2B** Fingey ECOM will try its best to adhere to the published lead time, however, in case of unintentional and unforeseen circumstances, Fingey ECOM reserves the right to extend the lead time for any and all of its product(s)/service(s) without consulting the user(s)/client(s). In case of any unintentional extension of the lead time, after any order has been placed by any user(s)/client(s), the user(s)/client(s) will be notified, however, Fingey ECOM is not liable to pay any form of compensation, financial or otherwise, to any of its user(s)/client(s) in case of any extension of the production lead time. ■

**4.2C** In case the user(s)/client(s) cancel(s) the order due to extended lead time, the user(s)/client(s) has to adhere to the “Product Ordering Policy” of Fingey ECOM. The version of “Product Ordering Policy” that the user(s)/client(s) has reviewed and agreed upon when the order was placed, will take effect unless otherwise is stated by Fingey ECOM. ■

#### **4.3 Resell**

**4.3A** Reselling any and all Fingey ECOM provided product(s) is/are strictly prohibited unless Fingey ECOM provides the client, intending to resell, with a prior, formal and specific written consent. Reseller(s) of any and all Fingey ECOM provided product(s) must sell to any party who are direct user and must not sell to any party who are reseller themselves. Fingey ECOM reserves the right to define the terms and conditions of resell and can cancel the resell permission, at its own discretion, with/without any prior notice or consultation to any party. The permission of resell will be revoked in situations, which is including but is not limited to, breach of any Terms and Conditions set by Fingey ECOM, breach of mutual trust by the reseller, financial mishandling by the reseller, mishandling of Fingey ECOM provided product(s) by the reseller, misbehaving with Fingey ECOM staffs without any valid cause by the reseller, misbehaving with Fingey ECOM provided product(s) user(s)/client(s) by the reseller either without any valid cause or for any negligible cause, any criminal/terrorist/antisocial activities by the reseller, by order of court of law or by order of any relevant law enforcement agency of the resellers operating country/region, or otherwise. Fingey ECOM is not liable to pay any form of compensation, financial or otherwise, to any party in case the resell permission is revoked. ■

#### **4.4 Operating Region**

**4.4A** Reselling of any and all Fingey ECOM products must be conducted within a specific border or region that is approved and/or defined by Fingey ECOM. Reseller(s) must possess a prior formal and specific written consent from Fingey ECOM, regarding the operating region(s). Fingey ECOM is solely responsible for defining the operating region for any/all of its product(s)/service(s) unless otherwise is stated. ■

#### **4.5 Operating Scope**

**4.5A** Education/training/Research and Developments institutions along with all individual user(s) are not allowed to sell or resell any Fingey ECOM provided product(s)/service(s), unless otherwise is stated by Fingey ECOM. ■

#### **4.6 Economic Sanctions**

**4.6A** Fingey ECOM reserves the rights to choose not to continue any business relationship/transactions or engage in any business relationship/transactions with any country/region/government or any individual user(s)/client(s) from any country/region that are within any kind of international economic sanction, imposed by United Nations (UN), International Criminal Court (ICC), International Monetary Funds (IMF), World Bank or any UN recognized region/country or otherwise, unless otherwise is stated by Fingey ECOM. The decision to continue business with any sanctioned personnel/organization/institution lies completely with Fingey ECOM and can be revised by Fingey ECOM at its sole discretion without any formal prior notification(s) to party. ▲

*Continued on the next page ...* || 4.7 Ethical And Humanitarian Conditions (Page 20)

#### **4.7 Ethical And Humanitarian Conditions**

**4.7A** Fingey ECOM may decide not continue any business relationship/transactions or engage in any business relationship/transactions with any country/region/government or any individual user(s)/client(s) or any business entity who has been charged with war crime and/or crime against humanity or wildlife, individual or business entity who has prior/present record of being (directly or indirectly) affiliated with any religion based extremist organization, criminal group(s), any group or organization or individual who are affiliated with hate speech and/or supremacist attitude toward any human being based on factors that includes but is not limited to ethnicity, disability, gender or subjective traits like politics, religious views or otherwise. Furthermore, Fingey ECOM will may actively avoid engaging in business with any user(s)/client(s)/institution/government who is/are has involvement/participation (active/passive/partial/direct/indirect or otherwise) in any kind of scam, and/or monetary fraud. The list also includes individual(s)/organization(s) who are in the most wanted list of any international police organization like Interpol or International Criminal Court (ICC) or who are in the most wanted list of any sovereign independent country's criminal list or otherwise. Fingey ECOM, at its own discretion, exclusively reserves the rights to choose its business partners, affiliates, subsidiaries, users and clients, along with making any/all exceptions and providing any/all exemptions to any party, with no regards to any wish(es) or any demand(s) of any other party. ■

#### **4.8 Right To Choose Business Partner(s) & User(s)/Client(s)**

**4.8A** Fingey ECOM, at its sole discretion, reserves the right to choose its user(s)/clients(s). Fingey ECOM can choose to deny providing any/all Fingey ECOM provided product(s)/service(s) or reject engagement of any business relationship/transactions with any individual or business entity at its own discretion, without providing any valid and/or reasonable reason(s) or statement(s) to any party. Furthermore, Fingey ECOM, at its own discretion, can choose to terminate any business relationship/transactions with any individual or business entity, without providing any valid and/or reasonable reason(s) or statement(s) to anyone/any party. ■

#### **4.9 Oath Of Confidentiality**

**4.9A** Fingey ECOM, at its sole discretion, reserves the right to demand that any of its clients(s), who has any knowledge regarding any unpublished matters and/or matters that are related to internal affairs of Fingey ECOM, which includes but is not limited to, business practice, business policies & strategies, unpublished details of any business deals, marketing policies and strategies, trade secrets, patents, details about any confidential intellectual property, details about any confidential products and/or technologies, information regarding any types of contracts, which is including but is not limited to government, private, military, civilian, domestic, foreign or otherwise, information regarding any past, present or future products and/or project(s) and/or research, information about any collaboration and/or partnership to any other business/private/public entity, details about any financial transaction(s), details about any research grant or research funding that has been provided by Fingey ECOM to any single person, group of people or any institution, information about any research funding or grant that has been received by Fingey ECOM, information about any unpublished sponsors/sponsorship or otherwise. Characteristics resembling "Ability to maintain confidentiality" is taken very seriously by Fingey ECOM and is considered as one of the benchmark of trustworthiness. Fingey ECOM, at its own discretion, can choose to terminate any business relationship/transactions with any individual or business entity along with cancellation of any/all business deals with the relevant client(s) of Fingey ECOM in case the said client(s) has/have caused any breach in the oath of confidentiality. Furthermore, Fingey ECOM can/will demand compensation in case of any damage that is caused by breach of confidentiality by any client(s) of Fingey ECOM. To settle any dispute, Fingey ECOM may involve the court of law and the judicial authority of the relevant country/region. ■

#### **4.10 Administrative Constraints**

**4.10A** Any and all services of Fingey ECOM, by default, will always inherit a certain sets of limitations. To maximize efficiency and reliability of Fingey ECOM provided services and to ensure an as perfect as possible user(s)/client(s) experience, all services of Fingey ECOM must be obtained by the user(s)/client(s) by following a specifically defined set(s) of rules and/or procedures, also described as "Administrative Constraints" by Fingey ECOM. All "Administrative Constraints", including but is not limited to, rules, regulations, guidelines, procedures, procedures service category or otherwise, is defined solely by Fingey ECOM, with/without any paid/unpaid assistance from any other party. Fingey ECOM, at its sole discretion, reserves the right to change or modify any and all "Administrative Constraints" with/without any prior notification(s) to any party. ■

**4.10B** It is the sole responsibility and liability of the user(s)/client(s) to properly follow all the related "Administrative Constraints" to enjoy the interested service(s). Fingey ECOM reserves every rights to reject any request of service where the service(s) has/have been requested by not following proper "Administrative Constraints". Furthermore, Fingey ECOM also reserves the rights to deny any service to any user(s)/client(s) would not follow proper "Administrative Constraints" to request for the interested service. ■

#### **4.11 Scopes of Product(s)/Service(s) Delivery**

**4.11A** Fingey ECOM, at its sole discretion, reserves the right to define delivery scopes of all its providable products and services. Scope includes but is not limited to delivery expenses, delivery method, delivery time/date, expected/approximate delivery time/date, or otherwise. Fingey ECOM solely reserves the rights to modify or alter the scopes of products and service delivery for any/all of Fingey Ecom provided product(s)/service(s), with/without any formal prior notice to any party, with/without any valid and/or reasonable reason(s) or statement(s) to anyone/any party, without entertaining any objections/contestations from any party. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, can be held responsible for any kind of compensation, financial or otherwise, by any interested/active user(s)/client(s) of Fingey ECOM for any damage, which includes but is not limited to financial, corporate, marketing, social, physical or otherwise, to the interested/active user(s)/client(s), arising from implementation of any Scope(s) of Product(s)/Service(s) Delivery or from any Terms and Conditions in general, or from the decision of Fingey Ecom to alter/modify any scope(s) of product(s)/service(s) delivery. ■

**4.11B** Fingey ECOM reserves all rights to modify or alter any/all priorly published/agreed scopes of product(s)/service(s) delivery with/without any formal prior notifications to anyone/any party, without entertaining any objections/contestations from anyone/any party. Fingey ECOM is solely responsible for defining the scopes of products and service delivery for any/all of its product(s)/service(s) unless otherwise is stated in written form by Fingey ECOM. Fingey ECOM will entertain any no claim for damage compensations, financial or otherwise, from any user(s)/client(s) for any damage that may arise due to decision of Fingey ECOM to change/modify/alter any priorly published/agreed scopes of product(s)/service(s) delivery with/without any formal prior notifications to anyone/any party. ▲

\*\*\* \*\* END OF "COMBINED BUSINESS POLICY" \*\*\* \*\*

*Continued on the next page ...* || 5. Products & Service Ordering Policy (Page 21)

## **5. Product(s) & Service(s) Ordering Policy**

### **General Notice Of “Product(s) & Service(s) Ordering Policy”**

“Product & Service Ordering Policy” defines the terms and conditions of “Product & Service Ordering Policy” of any/all Fingey ECOM provided product(s)/service(s) that any/all user(s)/clients(s) of Fingey ECOM must follow/accept while/when/if they are ordering any product(s) or service(s) of Fingey ECOM. It must be noted that Fingey ECOM reserves the right to change/modify/remove this “Product and service Ordering Policy” along with any/entire terms and condition(s) and any/all involved documents at any time with/without any prior notice or consent of any other party. Furthermore, only “Product and Service Ordering Policy” to take effect is the latest released version unless otherwise is stated. It is the responsibility of user to follow the terms and conditions properly. By using any product(s)/service(s) of Fingey ECOM, the user approves that he/she has read and accepted the terms and conditions of the “Product & Service Ordering Policy”.

### **Terms And Condition Of “Product & Service Ordering Policy”**

#### **5.1 Scope Of The Product(s) & Service(s) Ordering Policy**

**5.1A** Product & Service Ordering Policy of Fingey ECOM is applicable for all users and clients of Fingey ECOM products and technologies. This policy outlines all the T&C that are associated with ordering any product/technology or any service, directly from Fingey ECOM unless otherwise is stated. It must be noted that this policy is applicable for all users and clients of Fingey ECOM products and technologies, when the product is directly being ordered from Fingey ECOM. Anyone who is ordering any Fingey ECOM products and technologies, that has been manufactured, stored, sold, sold and distributed by any licensed manufacturer(s), is out of scope of this policy and must follow the policies that are dictated by the licensed manufacturer(s). ■

**5.1B** The users and clients of Fingey ECOM products/technologies and/or services, are required to follow some specific process/procedure in case they intend to order any product/technology and/or services that are manufactured, stored, sold and distributed by Fingey ECOM. Any users or clients of Fingey ECOM, who intends to order any product/technology and/or services that are manufactured, sold, stores and distributed by any licensed manufacturers of Fingey ECOM is/are exempt from this policy where applicable and must follow the policies that are dictated by the licensed manufacturer(s). ■

#### **5.2 Providing Of Correct Information**

**5.2A** It is the duty of the user(s)/client(s) to provide a proper and correct information to Fingey ECOM while ordering any product(s) or service(s). The responsibility due to any hindrance for providing any of Fingey ECOM provided product(s)/service(s) to any user(s)/client(s), caused by the inability of the said user(s)/client(s) to provide proper information, lies completely with the said user(s)/client(s). Fingey ECOM, at its sole discretion, reserves the rights to postpone or cancel any order for any product(s)/service(s) which contains improper or incorrect information, which were provided by the user(s)/client(s), intentionally or accidentally. Neither Fingey ECOM nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, can be held responsible for any kind of compensation, financial or otherwise, by any user(s)/client(s) of Fingey ECOM for any hindrance or delay in receiving ordered product(s)/service(s) or for any damage of any nature to any user(s)/client(s), arising from the inability of the user(s)/client(s) to provide proper information to Fingey ECOM. ■

#### **5.3 Imposable Special Measures**

**5.3A** In the event that the product(s) is delivered to the user(s)/client(s) via any service provider personnel, third party or otherwise, Fingey ECOM may choose to impose a minimum and/or a maximum limitation on the weight of the final delivery parcel of the product(s). In the event that the delivery parcel weight limit is not satisfied, Fingey ECOM will reserve all rights to impose special measures which includes but is not limited to, addition of extra charge, halting or postponing order and/or delivery process or otherwise. Fingey ECOM, at its sole discretion, reserves the rights to define and/or modify the traits of the special measures, which includes but is not limited to types of special measures, quantity or number of imposable special measures, conditions of the individual special measures or otherwise. ■

#### **5.4 Order Dispatch Protocol**

**5.4A** In the event that dispatching of any product(s) of service(s) is hindered by the user(s)/client(s), either intentionally or accidentally, by creating any situation(s), which includes but is not limited to not responding to the messages/voice calls/video calls that are placed by either/both the Service Personnel and/or Fingey ECOM, not being present at the user(s)/client(s) provided receiving location for dispatchment, not cooperating with the Service Personnel or otherwise, Fingey ECOM may/will call back the dispatcher along with the dispatched product(s) or service(s) with/without any notifications to the relevant user(s)/client(s). In these events, Fingey ECOM reserves the rights to charge the product(s)/service(s) ordering user(s)/client(s) with a damage fee, along with a redispach fee, provided the user(s)/client(s) has requested redispachment of the same order of the product(s)/service(s). ■

**5.4A** For any product(s) that are being dispatched with any service providing personnel, the user(s)/client(s) is restricted from damaging the portable packaging containing the ordered product(s) without first completing the payment of the entire bill. Fingey ECOM reserves the rights to consider such attempt of any user(s)/client(s) as criminal felony and may/will press criminal charges against the said user(s)/client(s), which includes but not limited to, unpaid debt, stolen property, theft and/or robbery, vandalism, or otherwise. ■

#### **5.5 Payment Time Frame**

**5.5A** All payments for any segment must be made within the defined time frame. Fingey ECOM reserves the right to postpone or cancel the order, partially or completely, or add a “Late Payment Fee” in the event of failure of the user(s)/client(s) to make the proper payment within the defined time limit(s). The details regarding both the time frame(s) and the time limit(s) is defined solely by Fingey ECOM. ■

#### **5.6 Order Confirmation Payment**

**5.6A** The user(s)/client(s) must pay a portion of the total payment in advance in order to confirm the purchase/order of/for any/all product(s)/service(s) of Fingey ECOM. The advanced payment will be compensated in the total bill. Fingey ECOM reserves the right to deny the order or cancel/halt the order or ordering process in case the order is not confirmed by the user(s)/client(s) by paying the proper advanced portion. The amount for advanced payment is defined solely by Fingey ECOM. ▲

*Continued on the next page ...* || 5.7 Payment For Ordered Product(s)/Service(s) (Page 21)

### **5.7 Payment For Ordered Product(s)/Service(s)**

**5.7A** All payments for applicable Fingey ECOM provided product(s)/service(s) are placed either by following “Multiple Segment Payment scheme” or by following “Single Segment Payment scheme”. In the “Multiple Segment Payment” scheme, the total payable amount is divided into multiple segments and the user(s)/client(s) can pay for each segment separately and at different times. Each payment segment has its own limited time frame within which the payment for that specific segment must be cleared. The payment amount per segment, number of payment segments and payment time limits for the individual segments are exclusively defined by Fingey ECOM. On the other hand, the entire sum of payment must be paid in a single segment in “Single Segment Payment scheme”. All relevant information about the payment procedure are supplied with the product(s)/service(s), unless otherwise is stated. The user(s)/client(s) must make the effort to contact Fingey ECOM in case they has/have not received the proper, relevant and updated information about any/all payment procedure, regarding any/all Fingey ECOM provided product(s)/service(s). Fingey ECOM reserves complete rights to define the payment scheme for its provided product(s)/service(s) as it deems fit. ■

**5.7B** The user(s)/client(s) is/are required to pay a priorly defined percentage or a specified quantity of the total bill first to confirm the order for all Fingey ECOM provided product(s)/service(s), unless otherwise is stated in explicit written form by Fingey ECOM. At its sole discretion, Fingey ECOM may provide the user(s)/client(s) option to pay the remaining amount of the total bill either when the product(s)/service(s) is ready or when receiving the product(s)/service(s), both options via “Multiple Segment Payment Scheme”. The inner workings of the “Multiple Segment Payment Scheme” for the individual product(s)/service(s) can be different from eachother. Although details of the individual product(s)/service(s) are published by Fingey ECOM and may be publicly available, to reduce/nullify any confusions, the user(s)/client(s) is/are solely responsible for confirmation of the exact details by contacting Fingey ECOM and follow through with the proper procedure(s). ■

**5.7C** Fingey ECOM reserves all rights to define the medium of payment for all sold product(s) or rendered service(s). Furthermore, Fingey ECOM reserves the rights to change/alter/modify any existing payment medium and add new medium of payment as it deems fit, with/without any notifications to anyone/any party and/or any objections/contestations from anyone/any party. ■

**5.7D** All liabilities will lie with the user(s)/client(s) to remunerate the proper sum/amount of monetary funding to the proper financial destination using the proper payment method and medium as defined and implemented by Fingey ECOM. No responsibility or liability will be accepted by Fingey ECOM in the event that the user(s)/client(s) has/have made any mistake at any stage of the process. Fingey ECOM may not be held accountable for any mistake of the user(s)/client(s) and therefore, Fingey ECOM will not be liable to pay any form of compensation, financial or otherwise, to any party. ■

### **5.8 Late Payment Fee**

**5.8A** Fingey ECOM reserves the right to add an extra fee if the user(s)/client(s) fails to pay for any specific segment in time. Both the amount and T&C of the late payment fee will be defined exclusively by Fingey ECOM and can be different for different product(s) and/or service(s). Fingey ECOM also reserves the right to offer different late payment fee or exempt any user(s)/client(s) entirely from paying late payment fee at its own discretion. ■

### **5.9 Order Release Payment**

**5.9A** Before Fingey ECOM handover the ordered product(s)/service(s) to the user(s)/client(s), the user(s)/client(s) must pay the complete bill(s), incurred by the product(s) ordered and/or the service(s) rendered. Fingey ECOM may choose to, temporarily or permanently, postpone or halt the delivery of any/all product(s)/service(s) whose payment has not been completely cleared by the user(s)/client(s). Furthermore, Fingey ECOM may add extra fee(s) that includes but is not limited to late fee, storage fee, handling fee, penalty fee or otherwise, for any/all bill(s) that are not cleared in time by any user(s)/client(s). ■

**5.9B** For any product(s)/service(s) that are being dispatched with any service providing personnel, the user(s)/client(s) is liable and responsible for paying the complete bill(s), incurred by the product(s) ordered and/or the service(s) rendered. Furthermore, the user(s)/client(s) is restricted from damaging the ■

### **5.10 Order Cancellation**

**5.10A** Fingey ECOM reserves the right to cancel any order with/without any prior notice to user(s)/client(s) due to its own internal affairs at its own discretion. Furthermore, Fingey ECOM reserves the rights to cancel any order, with or without showing any cause at any time. In case Fingey ECOM cancels any order, the user(s)/client(s) will be notified. Grounds for order cancellation by Fingey ECOM includes but is not limited to, inability of the user(s)/client(s) to clear any payment in due time, any breach of terms & conditions by the user(s)/client(s), any kind of criminal activity by the user(s)/client(s), any kind of extremist/supremacist/racist behavior/attitude by the user(s)/client(s), loss of confidence of Fingey ECOM on the user(s)/client(s), involvement/participation (active/passive/partial or otherwise) of the user(s)/client(s) in any kind of scam or monetary fraud, involvement/participation (active/passive/partial or otherwise) of the user(s)/client(s) in any kind extremist/supremacist/racist/anti-government display or otherwise. Fingey ECOM is not liable to pay any form of compensation, financial or otherwise, to any party in case of any order cancellation decision that has been solely decided by Fingey ECOM. ■

**5.10A** In the event that Fingey ECOM decides to cancel any order due to own internal affairs of Fingey ECOM, the paid amount (if any) will be refunded. However, in case Fingey ECOM cancels any order because the user(s)/client(s) has/have involvement/participation (active/passive/partial or otherwise) in any kind of scam or monetary fraud, involvement/participation (active/passive/partial or otherwise) in any kind extremist/supremacist/racist/anti-government display or scheme or otherwise, Fingey ECOM will not perform any refunding procedure. Fingey ECOM is not liable to pay any form of compensation, financial or otherwise, to any party in the event of order cancellation for any reason due to its own internal affairs. ■

**5.10C** The user(s)/client(s) will hold limited right to cancel any placed order for any Fingey ECOM provided product(s)/service(s). Any order that has been confirmed by the user(s)/client by following the Fingey ECOM order confirmation procedure or policy, may not be cancelable. Cancellation of any order of any Fingey ECOM provided product(s)/service(s) by any user(s)/client(s), is available only until a certain “Threshold” level of order processing procedure and/or the payment procedure. After the Threshold level, user(s)/client(s) will/may not be able/allowed to cancel the order. In the event the user, by directing contacting Fingey ECOM, insists on cancellation of the placed order, Fingey ECOM will reserve every right to impose damage fee on the said user(s)/client(s) for the cancellation of the order. ▲

*Continued on the next page ...* || 5.11 Order Cancellation Payment & Fee (Page 23)

**5.11 Order Cancellation Payment & Fee**

**5.11A** Fingey ECOM is not liable to pay the user(s)/client(s) with any fee or damage compensation for any order that was canceled by the user(s)/client(s). Furthermore, Fingey ECOM will not pay the user(s)/client(s) with any fee or damage compensation for any order that was canceled by Fingey ECOM themselves unless otherwise is stated by Fingey ECOM. ■

**5.11B** In case Fingey ECOM is forced to cancel any order by the user(s)/client(s), Fingey ECOM will refund the user(s)/client(s) in the event any advanced payment has/have been made by the user(s)/client(s) for the ordered product(s)/service(s), however, Fingey ECOM may/will charge a damage fee caused by cancellation of the order. The damage fee will be deducted from the refunded amount. The amount of the damage fee and the related T&C will be dictated exclusively by Fingey ECOM. ■

**5.12 Order Cancellation Time Frame**

**5.12A** All orders, that are canceled by the user(s)/client(s), must follow a defined time frame. The time frame and all related T&C are defined solely by Fingey ECOM. Similar to the segmented payment procedure, order cancellation may also consist of multiple different segments. Each segment may have different time frame. User(s)/client(s) is/are completely responsible for observing any/all time frame(s). Fingey ECOM cannot be held liable for user(s)/client(s) inability to observe and act according to the relevant predefined, priorly declared time frame(s). ▲

\*\*\* \*\* END OF "PRODUCT(S) AND SERVICE(S) ORDERING POLICY" \*\*\* \*\*

*Continued on the next page ...* || Definitions Of Terms And Conditions (Page 24)

## Definitions of Terms and Conditions

**Document** – Any written piece of information that is intended to notify the user(s)/client(s) about any product(s) or service(s) or to guide/help the user(s)/client(s) to learn about any Fingey ECOM provided product(s) or service(s).

**Literature** – Any piece of written document that is intended to be used as a synonym for the word “book”.

**Computer & Personal Computer (PC)** – A physical electronic product that can accept information from its user and show output on any audio and/or video device, can run different types of software from different vendors, can work with optional external hardware with/without any extra software and can act as a host device for any Fingey ECOM provided product(s) or service(s).

**Device** – Any combination of physical components that will take perform any defined number of functions. Devices are always physical and electrical/electronic in nature.

**Hardware** – Any physical circuits, electronic/electrical system(s) that can either work independently or be used in conjecture of any separate processor(s), circuit(s), electrical/electronic system(s)/sub-system(s).

**Product** – Any “self produced” or “third party sourced” unit of Fingey ECOM that is sold as a physical entity and can perform tasks that may be physical/virtual or electrical/electronic in nature, unless defined as something else in the product documentation, user manual or any of the relevant literature(s).

**Specifications** – Any documentation that lists and tabulates the detailed characteristics and/or operating limits of a specific product.

**Datasheet** – Any documentation that lists and tabulates the specifications, detailed characteristics and/or operating principles of a specific product.

**White paper** – Any piece of documentation that is used to provide technical/non-technical report(s) for a specific product.

**Services** – Any “self produced” or “third party sourced” unit of Fingey ECOM that is sold as a non-physical entity that can perform tasks that are virtual or non-physical in nature, including but not limited to software, firmware, algorithm, warranty service and/or repair service.

**Software** – Any executable piece of code, written with any programming language, that can be executed only on a desktop or laptop computer.

**Firmware** – Any executable piece of code, written with any programming language, that can be executed only on a defined MPU (microprocessor) or MCU (microcontroller) or any defined MCU/MPU based system/sub-system or circuit.

**Algorithm** – Any piece of software or theoretical approach that is used to solve any specific set of problems.

**Physical** – In all situations, the word “physical” is used to denote anything with real life existence.

**Virtual** – In all situations, the word “virtual” is used to denote anything that is of non-physical existence and can be accessed in any way by using only computer and/or software.

**Platform** – When referring to virtual environment, the word “platform” will refer to any range of services that are available on the internet.

**Source code** – Any piece of code that is a part of any algorithm, firmware or software.

**Environment** – The word “environment” refers to either the natural world or the conditions within which any specific activity is carried on, unless otherwise is stated. The exact meaning is dependent on the context.

**Abuse** – The word “abuse” refers to usage of any Fingey ECOM provided product(s), technology or service in such a way that is either being used or operated in such a way that the published absolute limits of the product, technology or service is exceeded.

**Misuse** – The word “misuse” refers to usage of any Fingey ECOM provided product(s), technology or service in operations that is beyond the capacity and/or the capability of the product, technology or service in question.

**Day** – A “Day” is defined as a period of 24 Hours as defined by the global universal standard.

**Month** – A month is defined as a definite length of time, consisting of 28 days to 31 days, according to the universally defined standard.

**Year** – A year is defined as a definite length of time, consisting of 12 months according to the universally defined standard.

**User** – Any single person who is using any Fingey ECOM provided product(s) or service.

**Client** – Any group of several people who are using any Fingey ECOM provided product(s) or service. A client may be a business entity, company, firm, institution or any entity that involves several users.

**First Party** – Fingey ECOM is always considered to be the first party unless otherwise is stated.

**Second Party** – The term second party is based on context. While considering a reseller, the reseller will be the second party. If Fingey ECOM sells directly to a user or client without written resell privilege, the direct buyer is the second party.

**Third party** – In situations where a reseller sells to a user or client, the user or client is to be considered as the third party.

**Host device** – Any device that holds and executes any executable software that might be a requirement to run any Fingey ECOM provided product(s) or service.

**Web** – The word “Web” is used as the short form of “Website”. In some cases, the word “web” can also be used interchangeably with the word “Internet”. When used interchangeably, the meaning will depend on the context.

**Data** – Any piece of information which can be physical, virtual or mixture of both physical and virtual regardless of the type of information.

**EMP** – Abbreviated form of “Electromagnetic Pulse”. (Standard definition that is followed in both physics and in electronics design industry.)

**EMI** – Abbreviated form of “Electromagnetic Interference”. (Standard definition that is followed in electrical engineering and in electronics design industry.)

**RFI** – Abbreviated form of “Radio Frequency Interference”. (Standard definition that is followed in both electronics design engineering and in telecommunication industry.)

**Lot** – The minimum number of units of any specific product that must be ordered by the possible user or client.

**Lead time** – Minimum time required to make available a certain product or to prepare, configure and to make ready a certain service.



**Open Source** – Any project which is open to parties other than Fingey ECOM and is not proprietary

**Closed Source** – Any project that is proprietary and is accessible only by Fingey ECOM.

**Intellectual** – Generally used as “Intellectual Property”, the word intellectual means any product of creativity which, by nature, could be physical, virtual or a mixture of both.

**Resell** – The act of buying from Fingey ECOM and selling the bought product to another party, who is a non-reseller, by the same party.

**Legal statement** – Any and all written statements including but not limited to definitions, terms & conditions, different types of policies or any statements that defines how any conflicting situation, involving any Fingey ECOM provided product(s)/service(s), should be resolved, from the judiciary point of view.

**Compensation** – Any form of award, typically of monetary nature, presented to someone to recompense for any sort of loss that was inflicted on the recompensed entity.

**Otherwise is stated** – This phrase means that any legal statement will hold true unless it is specifically noted to be something else or exceptional. The definition(s) and the notification(s) of the exception must be provided by Fingey ECOM in written form, specifying the exact details of all legal statements that are to be treated different from the priory defined legal statement(s).

**T&C** – Abbreviated form of Terms and Conditions.

**Time Frame** – A window/range of time limit consisting of a start time and an end time.

**Segment** – Any smaller and individual piece of something larger that has been divided in to several pieces.

**Volume Sale** – Sale option that involves small to large volume purchasing, and purchasing order involves multiple units of the same product, sold at the same time.

**License Holder** – The term License Holder can be used interchangeably as the Licensed Manufacturer unless otherwise is stated by Fingey ECOM in explicit written form.

**Type -I Policy** – Any policy that is not frequently modified, compared to Type-II Policy, in any capacity and is not published directly in text form is categorized as “Type-I” policy.

**Type – II Policy** – Any policy that can/will be modified at a higher frequency, compared to Type-I Policy, and is published directly in text form either completely or partially on Fingey ECOM website.

**“And” and “&”** – The word “And” and letter “&” holds the same meaning and can be used interchangeably in formal manner. There could be instances where both could be used in the same sentence in a conjunctive sense and to offer some beauty in the written language.

**And/Or** – The term “And/Or” is used to denote as Both/either where “And” denotes all available options and “Or” means any one of the available options.

**Note:** Engineering, in general, has a large collection technical terms that are standard in both academia and industry alike. These terms are not defined here and, if any the user(s)/client(s) come across any terms, in any Fingey ECOM literature or documentation, that is a well-known and well-defined standard engineering term, that term shall retain its standard definition, unless otherwise stated. In case the user(s)/client(s) is confused in defining any of these well-known and well-defined standard engineering term, they should contact Fingey ECOM for further guidance.

\*\*\* \*\* END OF “DEFINITIONS OF TERMS AND CONDITIONS” \*\*\* \*\*

\*\*\* \*\* END OF “LEGAL AGREEMENTS OF FINGEY ECOM” \*\*\* \*\*

**Document Authorized By**

**Hasib Rahman**

*09. Jan. 2024*