



TERMS OF USE

WINDOWS VERSION

THANK YOU FOR CHOOSING US

Greetings from ARC SIGN

We are pleased to have you with us as a prospective customer for ARC SIGN India. As the company experiences a new phase in its development, we are looking for customers to help us improve our products and services.

We hope to have you along in our journey, and may it prove fruitful for all customers involved.

MOBILE SKIN SOFTWARE DESKTOP VERSION TERMS OF USE

FIRST PARTY: AMBITION GIFTS, NEW DELHI, INDIA

SECOND PARTY: END USER

Description of the product

Mobile skin software is Windows-based software that will be installed in the user's computer (Desktop or Laptop) after purchase. In this software, the user gets readymade templates of smartphones, Laptops, and other electronic devices like tablets, mobile chargers, smart watches, gaming consoles, etc. New templates of the latest models are automatically updated in this software and for this users need to connect their computer to the internet at the time of using this program.

This software is used for cutting readymade skins and customized skins, hydrogel, 9H sheet (using Compatible CO2 laser machines), and screen protector films, with the help of a cutting plotter. Use of this software with laser machines or cutting plotters depends on the compatibility and specifications of the machine that the user already owns or purchases from Ambition Gifts.

Users must pay one time cost for buying a license key for using the Desktop Version Software and users must also pay a mandatory annual renewal fee (in case of YEARLY SUBSCRIPTION ONLY) or Lifetime subscription fee (in case of LIFETIME SUBSCRIPTION) to get regular model updates/Software upgrades/technical support for the software.

Acceptance of Terms

The services that Ambition Gifts offers to you are subject to the following Terms of Use. Ambition Gifts reserves the right to update the Terms of Use at any time without prior notice to the end user. The most current version of the Terms of Use can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom or in the main menu of our website www.mobileskinsoftware.com.

Description of Services

Through our online technical support and on-board service at our New Delhi, India head office, Ambition Gifts provides you with access to our technical services provided in India and outside India during regular business hours (Indian Standard timing 1000 hours to 1800 hours, Sunday and Public holidays excluded). Installation service to any user shall begin only after the KYC is submitted by the user. The installation process may take 1-2 working days after the receipt of payment or delivery of the machine.

Commercial Use Limitations for End User

You shall not modify, copy, distribute, transmit, transfer, display, perform, reproduce, publish, license, create derivative works from, or transfer the Software KEY to any new user. In case the existing user is found reselling or transferring the software KEY to a new user in exchange for money or free or in exchange for any material, the designated license key shall be blocked immediately and shall not be revoked at any cost.

Commercial use Limitations for bulk buyers or dealers

If you are one of our dealers or bulk buyers and if you have purchased our software in bulk, you can only sell the software to the end user. After the successful installation of the software on the user's Computer, the account created by the user can be accessed using the registered Computer only and this license key or computer or the computer's hard disk cannot be transferred to a new user by the dealer. Dealers or bulk buyers cannot transfer the old or already created license to any new user, in any case.

(For example, if one user does not want to use the software and wants a refund from the dealer or any such reason for not using the mobile skin software DESKTOP VERSION, the dealer or bulk buyer cannot resale the used License key i.e the registered hard disk or the computer to any new user. Also, in any case, the user name, the registered email ID, and phone number cannot be changed. If the dealer is found selling the first user-registered license key to any new user, the account shall be permanently blocked, hereby restricting the previous user as well from using the software. Kindly refer to Commercial Use Limitations for End User point for details)

Privacy and Protection of Personal Information

All users must submit user consent via KYC email as a part of KYC verification. Any discrepancy in the user's KYC may delay the process of purchasing the software. All users must share the same contact details and billing details with our technical support team to get any technical support. All your information is secured, and we do not sell your details to any third-party organization.

Member Contact number, Email, and address

Activation of the user license requires you to submit the KYC via email and you must complete the registration process by providing us with current, complete, and accurate information at the time of placing your order. You are entirely responsible for submitting your contact details to the salesperson at the time of placing your order. Furthermore, you are entirely responsible for any activities that occur under your licensed user account. Phone number(s) and email shared by the customer cannot be changed and no new number shall be added to the contact details of the users in the future. In other terms, if the user deletes their registered email account and the registered phone number is not in the possession of the user, such users will be restricted from taking any service or support from our technical support team. User agrees to notify Ambition Gifts immediately of any unauthorized use of their software license key or any other breach of security. Ambition Gifts will not be liable for any loss that you may incur as a result of someone else using your software, with or without your knowledge.

Marketing Abuse:

- . Defame, abuse, harassment, stalking, and threats to any of our staff are strictly not allowed.
 - . Upload, or otherwise make available, files that contain images, photographs of the software, or other material protected by intellectual property laws, including, by way of example, are strictly not allowed.
- Such users will lose access to their software and the services of such users will be revoked after the issue is resolved.

System Requirement:

- . RAM 2GB or Above
 - . Processor: Pentium or above
 - . Operating system: Windows 7 or above (does not support MAC OS), with the latest dot net frame version.
- (Note: Please make sure that your computer is functioning properly as per the system requirement mentioned above. The user is solely responsible if the Mobile Skin Software does not work at the time of installation due to the user's computer failure. This also disqualifies the user from any refund claims)

Notice Specific to Software

The end user, at all times, owns only the license key that allows the end user to use the Mobile Skin Software and the related services provided by Ambition Gifts. The Mobile Skin Software is a property of Ambition Gifts at all times and the end user cannot claim ownership of the Mobile Skin Software. The Mobile Skin Software that is made available to download from our go**le drive link or EXE shared via WHATSAPP is a property of Ambition Gifts. Use of the Software is governed by the terms of the end user license agreement sent to the customer via email before making payment. An end user will be unable to activate the Software without reading the terms and conditions and submitting their consent via email. Software is licensed to you on behalf of a third party that owns the Software code, not by Ambition Gifts.

The Software is made available for download solely for use by end users by the License Agreement. Any reproduction or redistribution of the Software not by the License Agreement is restricted, such user's license key shall be blocked immediately and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

No Unlawful or Prohibited Use

As a condition of your use of the Mobile Skin Software Desktop Verison, you will not use the Software for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Software in any manner that could damage, disable, overburden, or impair any developer's server, or the network(s) connected to any developer's server, or interfere with any codes or scripts of the Software. You may not attempt to gain unauthorized access through hacking, password mining, or any other means. You may not attempt to obtain any templates or information through any means. In such cases, the user's license will be blocked and the user may face civil or criminal penalties by the legal authorities of New Delhi, India.

Technical support:

You agree to use the technical services, only when necessary and ask for support during the designated hours only. Use of the technical services in connection with issues occurring in the software is limited to active subscriptions only. Any user with an expired subscription or old version of the software is not entitled to any technical support until the subscription is renewed. To make the process simple and smooth you are requested to call from your registered mobile numbers only. We do not any take complaints or support our users calling from any unregistered mobile numbers.

Compatibility:

Our Mobile Skin Software performs best with only Arc Sign, Mycut, Skycut plotter CX16, CX24, V24, V48, Silhouette America Cameo3, 4 and 5 Portrait 3 and 4, Graphtec, GCC, Roland, and Mimaki. Please take a written confirmation about the compatibility of the plotter with Mobile Skin Software from the sales executive before making a purchase. Please visit our website www.mobileskinsoftware.com to check the latest compatible plotters or laser machines. The user is solely responsible if the Mobile Skin Software does not function or creates errors because of the non-compatibility of the plotter or technical issues with your existing plotter, which is not bought from us.

Installation of the software:

Software is electronically transferred to the user's computer and a copy of the software will be given to the user via email or the g**gle Drive link. Therefore, physical shipping of the software is not required in India or outside India. This Software shall be installed on the computer's hard disk only by our technical team using remote desktop sharing apps like Anyd**k or Ultra vie**r. You are required to use a properly functioning computer, a stable internet connection, and a dedicated Computer for the Mobile Skin Software installation. Please make sure that the computer is functioning properly, and is not attacked by any malware, to avoid delays in the installation process. This Mobile Skin Software is for use in Windows-based computers only and does not support MAC PC.

Re-installation of the software:

We understand that the user's computer may get a damaged drive in which the software is being used, or it may get corrupted due to a malware attack. Therefore, we recommend using good-quality hardware that is secure in all manners. However, if the Computer is hit by any virus and needs to be formatted, please do it and inform our technical team as soon as possible. In such cases, reinstallation of the software is free from any charges. The reinstallation might take 2-3 days from the date of request placed by the customer.

Training:

We do not provide printed training material as a drive to save the environment. Basic training material is available on our social media platforms, YouTube channel, and our website www.mobileskinsoftware.com. Online training will be provided to the end user post installation during regular business hours (Indian Standard timing 1100 hours to 1830 hours, Sunday and Public holidays excluded).

Model update:

Templates of the models are automatically downloaded every time the software opens, however in case this does not work, please click on the update tab and hit the update new model tab to manually download the latest templates. Any devices or models newly launched are updated in the software between 10 to 15 working days from the date of launch in the local market of the user. For error corrections of any model or template, please allow us 3 to 4 working days during regular business hours (Indian Standard timing 1100 hours to 1800 hours, Sunday and Public holidays excluded). Please keep a stable and fast internet connection for faster download of the models/templates. Model updates may take more than the above-specified time. The updation process also depends upon external factors like natural calamities, workforce availability, or due to recent pandemic situations. Delays shall not be a matter of dispute at any time, we expect your cooperation

Service renewal (Valid for Yearly subscribers only)

Users shall pay the annual maintenance fee every year on time or before the expiry of the current subscription. A delay in payment of renewal restricts the user from updating new models or templates in the Mobile Skin Desktop Version. Also, a user with an expired subscription is not eligible for any technical support or software version update. However, users can still use the Program to cut skins with models that are already downloaded before the expiration of the subscription with the old version. At any point in time when we launch a newer version of the Program with new features, we usually remove the older version after 10 days from the date of launch of the new version. If the user is using the older version it will stop working and the user needs to get the new version of the software from our technical support team. Customers with an expired subscription are not eligible for the latest version of the software. Hence you are suggested not to make any delays in the payment of subscription fees. You will see your model subscription validity date at the bottom of the software interface. Exceptional delays in payments of the renewal fee are acceptable, but the date of renewal of the subscription, in any case, shall remain the same and shall be counted from the next day of expiry of the previous subscription date and not from the date of payment.

(Please note that the renewal fees are subject to change without prior notice)

Service renewal *(Valid for lifetime subscribers only):*

Users with active subscription plans can opt for the lifetime plan. User with expired subscription plans can also opt for a lifetime plan within 30 days of the expiry of their previous subscription plan. Users with a lifetime subscription plan are entitled to get all our services including new model updates, software version upgrades, and technical support free for a lifetime.

However, you must know that this software is still non-transferable and users cannot sell the software to any new user. All the above terms of use except for the service renewal term shall remain the same for Lifetime Subscribers.

Payment Policy:

Payment once made is not refundable and shall not be adjusted in exchange for any other product or services offered by Ambition Gifts.

NOTE: Printer, Plotter, Lamination machine, Weeding tool, Scrapper, Hot air gun, Microfiber cloth, Printing Paper, Lamination sheets, and mobile skins are not part of the product and are supposed to be purchased separately.

ANY DISPUTES ARE SUBJECT TO NEW DELHI, DELHI (INDIA) JURISDICTION.