

Starcore — Terms of Service

(Master Subscription Agreement)

Provider: Zerotime Solutions LLP ("we", "us", "our") **Service:** Starcore Workforce Management System ("Starcore", the "Service") **Last updated:** 24 June 2026 **Effective date:** The date you first accept these Terms or first access the Service, whichever is earlier.

1. About these Terms

1.1 These Terms of Service ("**Terms**") form a binding agreement between **Zerotime Solutions LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having LLPIN AAZ-2134 and its registered office at 232, Iscon Emporio, Besides Star Bazaar, Near Jodhpur Cross Road, Satellite, Ahmedabad, Gujarat 380015, and the entity or person agreeing to these Terms (the "**Customer**", "**you**", "**your**").

1.2 These Terms apply to all access to and use of Starcore, whether you: - (a) sign up online and accept these Terms by clicking "I agree" or by creating an account ("**Self-Serve**"); or - (b) enter into a separate signed order form, quotation, or proposal that references these Terms (an "**Order Form**"). Where an Order Form exists, it is incorporated into and governed by these Terms; if there is a conflict, the Order Form prevails for the specific matter it addresses.

1.3 By accessing or using the Service, you confirm that you have read, understood, and agree to be bound by these Terms. If you are accepting on behalf of an organisation, you confirm you have the authority to bind that organisation.

1.4 If you do not agree to these Terms, you must not access or use the Service.

2. Definitions

- "**Authorized User**" — an employee, contractor, or individual whom the Customer permits to access the Service under the Customer's account.
 - "**Customer Data**" — all data, information, and content submitted to or processed through the Service by the Customer or its Authorized Users, including employee records, attendance, punch in/out, break, and location data.
 - "**Free Tier**" — the no-cost plan permitting up to five (5) Authorized Users, as described in Clause 4.
 - "**Intro Period**" — the introductory free-access period described in Clause 4.1.
 - "**Subscription**" — a paid plan for the Service for a defined term and user count, as set out on the pricing page or in an Order Form.
 - "**Subscription Term**" — the period for which a Subscription is purchased (six-monthly or annual, unless otherwise stated).
 - "**Documentation**" — the user guides and help material we make available for the Service.
-

3. Account, Eligibility & Authorized Users

3.1 You must be at least 18 years old and capable of forming a binding contract to use the Service.

- 3.2 You are responsible for: (a) the accuracy of registration details; (b) maintaining the confidentiality of login credentials; and (c) all activity that occurs under your account, including by your Authorized Users.
- 3.3 You must promptly notify us of any unauthorised use of your account or any security breach known to you.
- 3.4 You are responsible for ensuring your Authorized Users comply with these Terms.
-

4. Plans, Intro Period & Free Tier

- 4.1 **Intro Period.** For an introductory period of one (1) month from the date your account is created, the Service may be made available free of charge. We will give reasonable notice before the Intro Period ends. At the end of the Intro Period, continued use will be governed by the Free Tier or a paid Subscription.
- 4.2 **Free Tier.** We offer a Free Tier supporting up to five (5) Authorized Users at no cost. The Free Tier: - (a) is provided "as is" with no service-level commitment and limited or no support; - (b) may have feature, usage, storage, or data-retention limits as described on the pricing page; and - (c) may be modified, suspended, or discontinued by us at any time on reasonable prior notice.
- 4.3 **Paid Subscriptions.** For more than five (5) Authorized Users, or for additional features, a paid Subscription is required. Subscriptions are offered on **six-month** and **annual** billing cycles as set out on our pricing page or in an Order Form.
- 4.4 We reserve the right to change plan structures, inclusions, and limits prospectively, with reasonable prior notice for material changes affecting active paid Subscriptions.
-

5. Fees, Billing & Taxes

- 5.1 **Fees.** Subscription fees are as stated on our current pricing page or applicable Order Form. Unless stated otherwise, fees are payable **in advance** for the full Subscription Term.
- 5.2 **Taxes.** All fees are exclusive of taxes. Goods and Services Tax (GST) and any other applicable statutory levies will be charged additionally at the prevailing rate (currently 18% for SaaS / software services in India) and reflected on a GST-compliant tax invoice under SAC 997331 (licensing services for the right to use software).
- 5.3 **Payment.** Payments are accepted via our third-party payment gateway (Razorpay) or by bank transfer to our designated account. You authorise us (and our payment gateway) to charge the applicable fees using your selected payment method.
- 5.4 **Advance payment; non-payment.** All fees are payable strictly in advance. We do not offer post-paid or credit billing and do not charge late-payment interest. If a renewal or an invoiced amount is not received by its due date, the corresponding paid features will not be activated, or — in the case of a renewal — access to paid features will be held or suspended until payment is received. Customer Data is retained during any such hold in accordance with Clause 16.
- 5.5 **Price changes.** We may revise fees for future Subscription Terms. Revised fees will not apply to a Subscription Term already paid for, and we will give reasonable prior notice before renewal.
- 5.6 **Refunds.** Refunds and cancellations are governed by our **Refund & Cancellation Policy**, available at <https://starcore.live/refund>, which forms part of these Terms.
-

6. Renewal, Term & Cancellation

6.1 **Term.** These Terms remain in effect for as long as you have an active account or Subscription.

6.2 **Renewal.** Paid Subscriptions renew automatically for a further term equal to the prior Subscription Term, at the then-current fees, unless you cancel before the renewal date. We will send a pre-renewal notice in advance of each renewal, and the renewal fee is payable in advance.

6.3 **Cancellation.** You may cancel a Subscription or close your account at any time via account settings or by contacting support@starcore.space. Cancellation takes effect at the end of the current paid Subscription Term unless our Refund & Cancellation Policy provides otherwise.

7. Licence & Acceptable Use

7.1 **Licence.** Subject to these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Service for your internal business operations during your subscription. The Service is **licensed, not sold**.

7.2 **Restrictions.** You must not, and must not permit any person to: - (a) copy, modify, reverse-engineer, decompile, or create derivative works of the Service; - (b) resell, sublicense, rent, or provide the Service to third parties except as expressly permitted; - (c) use the Service to build a competing product; - (d) circumvent usage limits or security controls; - (e) upload malicious code or use the Service unlawfully or to infringe others' rights; or - (f) overload, disrupt, or interfere with the Service's infrastructure.

7.3 Detailed usage rules are set out in our **Acceptable Use Policy** at <https://starcore.live/acceptable-use> (when published), which forms part of these Terms.

8. Customer Data & Data Protection

8.1 **Ownership.** As between the parties, the Customer owns all Customer Data. We claim no ownership over it.

8.2 **Licence to us.** You grant us a limited licence to host, process, transmit, and display Customer Data solely to provide and support the Service, and as otherwise instructed by you.

8.3 **Data-protection roles.** For personal data of Authorized Users and employees processed through the Service, the **Customer acts as the Data Fiduciary** (it determines the purpose and means of processing) and **Zerotime Solutions LLP acts as the Data Processor** under the Digital Personal Data Protection Act, 2023 and the Digital Personal Data Protection Rules, 2025 ("**DPDP Law**"). The Customer is responsible for obtaining all necessary notices and consents from its employees/Authorized Users for processing their data (including attendance, punch in/out, break, and location data) through the Service.

8.4 **Data Processing Agreement.** Our processing of personal data on your behalf is governed by our **Data Processing Agreement (DPA)** at <https://starcore.live/dpa>, which forms part of these Terms and is required for compliance with Rule 6 of the DPDP Rules, 2025.

8.5 **Privacy.** Our handling of personal data for which we are responsible (e.g., account, billing, and support data) is described in our **Privacy Policy** at <https://starcore.live/privacy>.

8.6 **Hosting location.** Customer Data is currently hosted within India.

8.7 **Security.** We will maintain reasonable security safeguards designed to protect Customer Data, consistent with our obligations under the DPDP Law and the Information Technology Act, 2000. In the event of a personal-data breach, we will act in accordance with the DPA and applicable law.

9. Intellectual Property

9.1 We and our licensors own all rights, title, and interest in and to the Service, including all software, designs, branding ("Starcore", "Zerotime"), and Documentation, together with all improvements and modifications.

9.2 If you provide feedback or suggestions, you grant us a perpetual, royalty-free right to use it to improve the Service, without obligation to you.

10. Confidentiality

10.1 Each party may receive confidential information of the other. The receiving party will: (a) use it only to perform under these Terms; (b) protect it with reasonable care; and (c) not disclose it except to personnel and advisers who need to know and are bound by confidentiality.

10.2 This does not apply to information that is public (other than by breach), independently developed, or required to be disclosed by law.

11. Service Levels & Support

11.1 For paid Subscriptions, availability and support commitments (if any) are set out in our **Service Level Agreement (SLA)** at <https://starcore.live/sla> or in the applicable Order Form.

11.2 The Intro Period and Free Tier are provided **without any SLA** and with limited or no support.

11.3 We may perform scheduled maintenance and will use reasonable efforts to give advance notice for maintenance likely to cause material disruption.

12. Third-Party Services

The Service may integrate with third-party services (e.g., payment gateways, integrations you enable). We are not responsible for third-party services, and their use is governed by their own terms.

13. Warranties & Disclaimers

13.1 We warrant that we will provide the Service with reasonable skill and care.

13.2 Except as expressly stated, and to the maximum extent permitted by law, the Service is provided **"as is"** and **"as available"**, and we disclaim all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Service will be uninterrupted or error-free.

14. Limitation of Liability

14.1 To the maximum extent permitted by applicable law, neither party is liable for any indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, or goodwill.

14.2 Our total aggregate liability arising out of or relating to these Terms will not exceed the total fees paid by you to us for the Service in the **twelve (12) months** immediately preceding the event giving rise to the claim. For Free Tier and Intro Period use, where no fees have been paid, our aggregate liability is, to the maximum extent permitted by applicable law, limited to the amount (if any) you have actually paid us — which, for genuinely free use, is nil.

14.3 Nothing in these Terms limits liability that cannot be limited under Indian law, including liability for fraud, wilful misconduct, gross negligence, or statutory liabilities.

15. Indemnification

15.1 **By you.** You will indemnify us against claims arising from: (a) your Customer Data; (b) your or your Authorized Users' breach of these Terms or applicable law; or (c) your failure to obtain required consents from employees/Authorized Users.

15.2 **By us.** We will indemnify you against third-party claims that your authorised use of the Service infringes a third party's intellectual property rights, subject to your prompt notice and cooperation.

16. Suspension & Termination

16.1 **Suspension.** We may suspend access immediately where: (a) fees are overdue; (b) we reasonably believe there is a security risk or unlawful use; or (c) you materially breach these Terms.

16.2 **Termination for cause.** Either party may terminate if the other materially breaches and fails to cure within 30 days of written notice.

16.3 **Effect of termination.** On termination: (a) your right to use the Service ends; (b) you may, within 30 days, export your Customer Data; and (c) after that window, we will delete or anonymise Customer Data in accordance with the DPA and applicable retention requirements, unless prohibited by law.

17. Changes to these Terms

We may update these Terms from time to time. For material changes, we will give reasonable notice (e.g., by email or in-app). Continued use after changes take effect constitutes acceptance. If you do not agree, you may stop using the Service.

18. Force Majeure

Neither party is liable for delay or failure to perform due to causes beyond its reasonable control, including natural disasters, power or internet failures, government action, or third-party infrastructure outages.

19. Governing Law & Dispute Resolution

19.1 These Terms are governed by the laws of India.

19.2 The parties will first attempt to resolve disputes amicably. Failing resolution within 30 days, disputes will be referred to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996. The **seat and venue of arbitration will be Ahmedabad, Gujarat**, and proceedings will be conducted in English.

19.3 Subject to the arbitration clause, the courts at **Ahmedabad, Gujarat** have exclusive jurisdiction.

20. General

20.1 **Assignment.** You may not assign these Terms without our consent; we may assign in connection with a merger, acquisition, or sale of assets.

20.2 **Entire agreement.** These Terms, together with the Order Form, Refund Policy, DPA, Privacy Policy, AUP, and SLA, are the entire agreement and supersede prior discussions.

20.3 **Severability.** If any provision is held invalid, the rest remains in effect.

20.4 **Waiver.** Failure to enforce a provision is not a waiver.

20.5 **Relationship.** The parties are independent contractors; nothing creates a partnership, agency, or employment relationship.

20.6 **Survival.** Clauses that by their nature should survive termination (including 8, 9, 10, 13, 14, 15, 19, and 20) survive.

21. Contact & Grievance Officer

Zerotime Solutions LLP Registered office: 232, Iscon Emporio, Besides Star Bazaar, Near Jodhpur Cross Road, Satellite, Ahmedabad, Gujarat 380015, India General / business queries: hello@starcore.live Support: support@starcore.space

Grievance Officer (as required under the IT Act / DPDP Law): Name: Jaydeep Bhavsar Email: grievance@starcore.space We aim to acknowledge grievances within 7 (seven) days.