



1. Use of the Platform

Welcome to “_____” app (“Mobile App”). This Mobile App is owned and operated by Sumit Woods Ltd & its subsidiaries / its affiliates (“SWL”), The Mobile App, including without limitation, all data, information, text, graphics, links and other materials is to be used only for the purpose of purchase of products being offered by SWL on the Mobile App and for attaining information with regard thereto. Your use of the services and features of the Mobile App shall be governed by these Terms and Conditions (hereinafter “Terms of Use”) along with the Privacy Policy as modified and amended from time to time. SWL reserves the right to change, alter and modify any Terms of Use at its sole discretion. Additionally, the prices and availability of the products, services, schemes, etc. provided or offered on the Mobile App are subject to change without prior notice and at the sole discretion of SWL. By using this Mobile App, you hereby consent to the Terms of Use and undertake to be bound to all legal obligations arising from the usage of the Mobile App. You confirm and understand that the use of the Mobile App creates a legal and binding relationship between you and SWL. These legal obligations are in addition to any other legal obligations which arise between the parties due to sale of products or services.

2.Account

You shall be solely responsible for maintaining confidentiality of your account, password, and restricting access to your computer/mobile and you hereby accept responsibility for all activities that occur under your account and password. You hereby confirm that SWL shall not be liable or responsible for any loss / damage of any nature whatsoever arising from mis-use of your User ID/password/account details or for any unauthorized access of your account. You acknowledge that the information you provide, in any manner whatsoever, are not confidential or proprietary and does not infringe any rights of a third party in whatsoever nature. If we have found a breach or suspected breach of the security of your account, we may require you to change your password, temporarily or permanently block or suspend your account without any liability to SWL. We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms of Use are violated. You are solely responsible for all contents that you download, post, email or otherwise transmit via the Mobile App. The information provided to us shall be maintained by us in accordance with our Privacy Policy.

3.Access to Mobile App

We will do our utmost to ensure that availability of the Mobile App will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

4.Payments

Payments may be made by Credit Cards/Net Banking etc. are subject to the terms and conditions of the respective bank/financial institution and as per applicable laws. The payment gateways being made available are provided using the authorized banking infrastructure and credit card payment gateway network. In case of any issues such as technical failure or errors, the same would be dealt with accordingly, without any liability to GPL.



5.Limited license

Subject to your compliance with these Terms of Use, SWL grants you limited, non-exclusive and non-transferable, license to access, and make personal and non-commercial use of the Mobile App. This licence does not include any resale or commercial use of this Mobile App or its contents. All rights not expressly granted to you in these Terms of Use, are reserved and retained by the SWL. SWL reserves the right, at any time, without notice, and at its sole discretion, to terminate your license to use the Mobile App and to block and prevent your future access to the Mobile App. Further, you understand that neither SWL, nor any of its affiliates and subsidiaries shall be responsible to you for any damage or loss occurred to you due to the usage of this Mobile App by you.

6.Your Conduct

You must not use the Mobile App in any way that causes, or is likely to cause, the Mobile App or access to it to be interrupted, damaged or impaired in any way. You shall use the Mobile App for lawful purposes only. You must not use the Mobile App for any of the following:

- for fraudulent purposes, or in connection with a criminal offense or other unlawful activity;
- to send, use or reuse any material that does not belong to you; or is illegal, offensive, deceptive, misleading, abusive, indecent, defamatory, in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or relates to or promotes money laundering;
- to cause annoyance, inconvenience or needless anxiety;

7.Intellectual Property Rights

The Mobile App is the sole property of, and belongs exclusively to SWL. You are prohibited from using SWL's name, logo, colour scheme and other trademarks. By allowing use of this Mobile App, no license to use SWL's intellectual property is being provided. SWL expressly and exclusively reserves all the intellectual property rights in all text, programs, products, processes, technology, content, software and other materials, which appear on this Mobile App. Consequently, the materials on this Mobile App shall not be copied, reproduced, duplicated, republished, downloaded, posted, transmitted, distributed or modified in whole or in part or in any other form whatsoever. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying, reproducing, duplicating, republishing, posting, transmitting, distributing or modifying.

8.Links and third party sites

References on the Mobile App to any names, marks, products or services of third parties or hypertext links to third party sites / softwares of third party or information are provided solely as a convenience to you. SWL is not responsible for the content of any third party sites/apps/softwares and does not make any representations regarding the content or accuracy of material on such sites/apps. If you decide to link to any such third party websites/apps, you do so entirely at your own risk.

9.Data Encryption

All data, including customer data, contained in the Mobile App is encrypted with the encryption methods of _____ and _____, which require the use of a unique encryption key for each customer



10.Termination

SWL may terminate the Terms of Use at any time and may do so without notice, and accordingly deny you access to the Mobile App. Upon any termination of the Terms of Use, you shall promptly destroy all materials downloaded or otherwise obtained from this Mobile App, as well as all copies of such materials, whether made under the Terms of Use or otherwise. Any such termination of the Terms of Use shall not dilute your obligation to pay for the product/unit purchased from the Mobile App or affect any liability that may have arisen under the Terms of Use and that all the terms and conditions of the Application Form, Allotment Letter, Agreement for Sale and any document relating to the sale of the product/unit shall be binding on you.

11.Indemnity

You agree to defend, indemnify and hold harmless SWL, its employees, directors, officers, agents and their successors and assigns, its holding, subsidiaries, affiliates, partners from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of your actions or inactions, which may result in any loss or liability to SWL or any third party including but not limited due to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under the Terms of Use or under the Application Form, Allotment Letter, Agreement for Sale and any such document relating to the sale transaction of the product/unit, or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, violation of rights of privacy or publicity. This clause shall survive the expiry or termination of the Terms of Use.

12.Disclaimer

You acknowledge and undertake that you are accessing the services on the Mobile App and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the Mobile App. You further acknowledge and undertake that you will use the Mobile App to purchase products or transact in relation to the unit/product only for your personal use and not for business purposes. SWL does not take any responsibility for decisions taken by you including on the information provided in this Mobile App. SWL expressly disclaims any liability and / or warranties of any kind, whether express or implied. SWL does not warrant or assume any liability or responsibility for the completeness, accuracy, errors, usage or usefulness of any information or content and / or for any actions or inactions of the user. The user acknowledge/s that all terms and conditions of the Application Form, Allotment Letter and Agreement for Sale and any document relating to the sale of the product/unit as agreed shall be valid and binding. The user hereby indemnify and hold harmless the SWL against any claims, damages, actions, demands, liabilities suffered by SWL including the usage of this Mobile App by you.



13. Governing Law and Dispute Resolution

The Terms of Use shall be governed by the laws of India and subject to exclusive jurisdiction of the courts at Mumbai. In case of any conflict, the parties agree to resolve the dispute, first by mutual discussions, failing which the same can be resolved through arbitration as per the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall always be Mumbai.

14. Grievance Officer

For any grievances and / or discrepancies please write to grievance officer. The contact details are provided below:

Phone: 022 2874 9966 / 77

Email: contact@sumitwoods.com