

Gamata legal v1.0 (DRAFT)

TERMS AND CONDITIONS

Your access to and use of <http://www.Gamata.lk/> is subject exclusively to these Terms and Conditions. This Terms and Conditions presents the "General Conditions" applicable to the use of services offered by Gamata, either through the site <http://Gamata.lk/>, application software for mobile phone handset (app) or phone (in addition to the "Website"). You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website and do not use .

Advice

The contents of <http://Gamata.lk/> website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

Change of Use

<http://Gamata.lk/> reserves the right to: change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that <http://Gamata.lk/> shall not be liable to you for any such change or removal and. change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

Links to Third Party Websites

<http://Gamata.lk/> Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

Copyright

All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to <http://Gamata.lk/> or otherwise used by <http://Gamata.lk/> as permitted by law.

In accessing the Website you agree that you will access the content solely for your personal, non-commercial use.

Disclaimers and Limitation of Liability

The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, <http://Gamata.lk/> will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

<http://Gamata.lk/> makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

1 - RELATIONSHIP FARMER USER:

a) <http://Gamata.lk/> serving only as an intermediary in order to optimize the scheduling services. Thus, by accepting the provision of services by the FARMER, the USER acknowledges that the <http://Gamata.lk/> has no direct association with the FARMER, it just facilitates contact between farmer and user. The user acknowledges and agrees that <http://Gamata.lk/> is not liable for any act or omissions committed by any user, whether by robbery, commitment break as a result of any act, discussions, and others including the effective fulfillment of the obligations assumed by the users and loss not being for tax purposes. The user acknowledges and agrees that, by registering and accepting the policy of the service, do so at his total means and exclusive risk. <http://Gamata.lk/> recommends that every transaction is done with good sense.

2. - FROM AVAILABILITY AND INCONSISTENCY IN THE SYSTEM:

- a) <http://Gamata.lk/> does not guarantee that the system will be available without any interruption and that it will always be error-free, and therefore, shall not be liable for damages caused to users.
- b) You agree that <http://Gamata.lk/> is also not responsible for any damages or losses caused to your computer as a result of using the Website.
- c) <http://Gamata.lk/> is not liable for any error or inconsistency of information with other independent systems, specializing in the service provision for GPS, radar and similar.

3.- COMPENSATION FOR DAMAGES:

- a) User agrees to indemnify and hold harmless the <http://Gamata.lk/> and its representatives from any claims, suits, losses, liabilities, damages and expenses, including reasonable attorneys' fees and court costs for the damage they cause.
- b) User agrees to indemnify and hold harmless the <http://Gamata.lk/> and its representatives from any Accidental Claims or suits though that occurs due to Farmer's negligence or by fault of the Farmer. Therefore Users agrees to indemnify <http://Gamata.lk/> and its representatives from any type of vicarious liability.
- c) Users accept that <http://Gamata.lk/> acts solely as a scheduling/matching service between its users and farmers.

4. OBLIGATIONS, LIABILITIES AND RISKS OF USERS.

a) The USER certifies that he uses the service for their own free will and untrammelled choice and recognizes and accepts as its responsibility and risk for using the Website.

- The acceptance and refusal and cancellation of services:

b) The acceptance and denial of the service may occur at first by FARMER, who can accept or deny the service when receiving a notification for a ride. USER may cancel the contract for any reason. Both recognize that <http://Gamata.lk/> is not liable for any delays, cancellations, failure to cancel the contract and miscommunication between user and farmer, nor for any delay or failure in the delivery of services from the FARMER.

- The information and risks of the service:

a) The USER acknowledges and declares that understands and is aware of all the risks involved in the use of the Website and contracting services.

b) The USER acknowledges and agrees that <http://Gamata.lk/> performs no FARMER selection, simply registering on their website to participate does not vouch for its suitability, legally, physically or mental health to provide the Services. The USER acknowledges that the data provided from the FARMER by themselves. By accepting the Services, the USER acknowledges that <http://Gamata.lk/> has no involvement in the contractual relationship between farmer and user.

5. GAMATA LOYALTY POINTS

§ All points earned through Gamata have no cash value or monetary value and cannot be exchanged for cash.

§ Gamata Loyalty points are specifically provided for rewards and/or promotional offers conducted by Gamata.

§ Gamata loyalty points shall be used to redeem at Gamata services and cannot be used at any other outlets or services offered by any third party.

§ Gamata Loyalty points are not assignable or otherwise transferrable and shall not be pooled with any other member's points.

§ Gamata Points can be purchased through Gamata App. but purchased Points cannot be exchanged for cash.

§ Gamata Loyalty points can be discontinued at any time at the Management's discretion.

6. GENERAL TERMS AND CONDITIONS

The User agrees that these terms and conditions shall be deemed to apply when the Users use <http://Gamata.lk/>.

a) <http://Gamata.lk/> shall not be responsible or liable for any loss, damage or embarrassment suffered by the User in relation to or in respect of any instructions or operations effected by the User or purported to be effected by the User <http://Gamata.lk/> however caused including but not limited to the User's non-compliance with the Services recorded voice instructions and <http://Gamata.lk/>'s inability to provide the services for any reason, including and without limitation, as a result of malfunction, partial or total failure of any network terminal, data processing system, computer teletransmission or telecommunications system or other circumstances whether or not beyond the control of <http://Gamata.lk/> or any person or any organization involved in the abovementioned systems.

b) The User shall not hold <http://Gamata.lk/> liable for any direct or indirect loss or damage which may be suffered by the User as a result of any failure by <http://Gamata.lk/> or any fault of the Farmer to provide a service to the User within any stipulated time even if <http://Gamata.lk/> or the Farmer have agreed to so provide the service or even if the User has advised <http://Gamata.lk/> or the Farmer of the possibility that any such loss or damage would result if the service is not provided at all or within the stipulated time.

c) The User undertakes with <http://Gamata.lk/> and agrees to indemnify <http://Gamata.lk/> from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnify basis) claims, demands, actions and proceedings which <http://Gamata.lk/> may incur or sustain directly or indirectly from or by any reason of or in relation to the use or purposed use of <http://Gamata.lk/> and shall pay such sums on demand.

7.0

TERMINATION

Most content and some of the features on the web site are made available to visitors free of charge. However, <http://Gamata.lk/> reserves the right to terminate access to certain areas or features of the web site at any time for any reason, with or without notice. <http://Gamata.lk/> also reserves the universal right to deny access to particular users to any/all of its Services without any prior notice/explanation in order to protect the interests of <http://Gamata.lk/> and/or other visitors to the web site. <http://Gamata.lk/> reserves the right to limit, deny or create different access to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.