

These terms and conditions “Terms” Regulate the utilization of services made available on or through <https://www.stain-33.com> and on /or the Stain-33 website (together, the “Platform” along with the services provided on or via the platform, “Services” these terms also encompass our privacy policy (“Privacy Policy”), as well as any guidelines, additional terms, policies, or disclaimers issued or made available by us periodically. The Privacy Policy and the additional Terms are essential components of these terms. In case of any discrepancies between these terms and the additional Terms, the supplementary Terms will take precedence.

[stain-33.com](https://www.stain-33.com), we operate <https://www.stain-33.com> This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Site and the choices you have associated with that data.

We use your data to provide and improve the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

Information Collection and Use

We collect several different types of information for various purposes to provide services and improve our Site to you.

Types of Data Collected

Personal Information: During your use of our Stain-33.com Site, we may request that you supply us with specific personally identifiable information that can be utilized to contact or recognize you (“Personal Data”). Personally identifiable information can consist of. Here are the details we gather.

Email address

Given name and surname

Cookie Data and Usage

Usage Information: We might also gather data on how the Site is used and accessed (“Usage Information”).

How We Use Your Information?

Analyzing user behavior and trends to improve our Services.

We might utilize the information we gather for several reasons, such as:

Delivering and supporting our Services

Tailoring your experience on our site

Dispatching you marketing and promotional resources

Addressing your questions and offering customer assistance

SECURITY

We employ appropriate security protocols to safeguard your personal information. Nonetheless, no internet transmission method or electronic storage can be deemed completely secure, and we cannot assure total security.

SHARING OF INFORMATION

We do not sell, trade, or rent your personal information to third parties. We may share your information with trusted third-party service providers who assist us in operating our website, conducting our business, or servicing you.

SERVICES

The service entails offering a platform that allows you to organize and plan various home-based services, including engaging independent third-party service providers (service professionals) as part of those offerings. [Stain-33.com](https://stain-33.com) facilitates the transfer of payments to external service providers for the services they offer you and collects payments on behalf of these professionals.

The platform is solely for your personal, non-commercial use; please remember that it is meant exclusively for use within India, and by using it, you agree to the [Stain-33.com](https://stain-33.com) terms and conditions relevant to that area.

[Stain-33.com](https://stain-33.com) capability to send you text messages, emails, or WhatsApp communications related to your bookings, service use, or as part of promotional and marketing efforts is a crucial aspect of the services. Although you can opt out of receiving these messages by reaching out to Care@stain-33.com, you agree and acknowledge that this might affect Stain-33 ability to deliver services (or parts of services) to you.

In certain situations, you might need to present identification proof to access or subscribe to the services, and you agree to comply with this requirement. Should you disregard this request, you might lose access to the services or subscriptions.

CREATION OF ACCOUNT

To access the services, you need to first register for an account on the platform (login/signup). To create this account, you need to supply specific information, such as your phone number, among other details. To create an account, you need to be a minimum of 18 years old.

You ensure that all information given regarding your account is correct and truthful. You consent to quickly refresh your information on the platform if any of these details are altered or changed.

You are exclusively accountable for ensuring the security and confidentiality of your account and consent to promptly inform us of any reveal, unauthorized access to your account, or other security breach concerning your account.

You are accountable for all actions that take place through your account, including those executed by other individuals. We will not be liable for any unauthorized access to your account.

You consent to receive messages from us concerning (a) requests for payment, (b) details about us and our offerings, (c) promotional services and offers from us and our partners, and (d) any other matters related to services.

USER CONTENT

Our Stain-33 platform may include interactive features or services that allow all users who have registered with us to post, publish, display, transmit, or submit comments, reviews, suggestions, feedback, ideas, or other content on or through the stain-33 social & Google listing platform. ("USER CONTENT")

We may request reviews from you about service professionals as part of the effective provision of services and quality control purposes, and you agree and acknowledge that service professionals may provide reviews about you to us. You must not knowingly provide false, inaccurate, or misleading information about the reviews. Reviews will be used for quality control and to determine whether customers and service professionals are appropriate users of this platform.

You agree and acknowledge that Stain-33 may, at its sole discretion, remove or otherwise restrict access to user content that violates these Terms.

CONSENT TO USE DATA

Along with any consent you might give under the Privacy Policy, you agree that we can share your information with our service providers who are third parties. We can utilize information and data related to your use of the services for service delivery, analytics, identifying trends, and statistical objectives to enhance the effectiveness and efficiency of our services, along with offering beneficial programs, new promotions, and improved experiences.

We might need to share information about you in relation to criminal or civil cases, in accordance with relevant laws. You acknowledge and consent that in these situations, we will be entitled to disclose such information to appropriate organizations or authorities.

BOOKINGS

Substitution: If a chosen service professional is not available or cancels, we will supply you with an alternative from our list of registered service professionals.

Confirmation: Once you send a request, we will confirm the reservation via SMS, email, or push notifications. Once a service expert is chosen for the requested primary Subscription Services, you will receive confirmation via email or SMS, and your account will be updated accordingly.

Cancellations: Cancellations made prior to confirmation on the platform will incur no charges. The Stain-33 Cancellation Policy outlines the associated cancellation charges.

Orders: Depending on the available openings, the platform lets you request different premium subscription services whenever you prefer. To book a reservation, adhere to the platform's guidelines and supply the required details. We exert adequate efforts to find a service expert who can deliver the desired service at the specified time. If we can't find a service professional for the designated time, we will reach out to you to schedule a different time.

PRICING AND PAYMENT TERMS

Stain-33Homes LLP retains the right to bill you for the different services you might utilize and/or any other features you may choose periodically on or via the platform.

Charges and fees in respect of subscription services/Services:

The fees and charges might be due at the time of booking or at the end of the subscription service, as indicated by Stain-33.

Taxes: All costs and expenses include the relevant taxes.

Payments made are conclusive and non-reimbursable unless specified differently by Stain-33 or mandated by relevant laws. You might have the right to a reimbursement or other solutions according to specific laws if the services are not delivered as guaranteed.

When you make a reservation, Stain-33 will inform you about any relevant charges, fees, and payment options. Typically, you can settle subscription fees using credit cards, debit cards, net banking, wallets, UPI, or cash once the service has been provided. We retain the right to modify or restrict the payment methods accessible to you. You acknowledge certain payment methods. Payment by cash upon completion is not always available as an option. To eliminate any uncertainty, we accept cash payments only in very few situations.

You recognize and accept that in periods of elevated demand, costs and fees in some regions may rise considerably. Stain-33 will strive to inform you of any potential charges or fees that could be applied. Nevertheless, if you utilize the prime services or any services, you will be responsible for any charges or fees incurred on your account, regardless of your awareness of those charges or fees.

Refund Policy : (if applicable)

Once your Service is Cancelled and Service Professional not assigned , we will send you an email to notify you that we have Cancelled your Booking On the Particular Service . We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at care@stain-33.com

Payment Processors: We may bill you using your preferred mode of payment via a Third-party payment processor ("Payment Processor"). Payment processing will be subject to the payment processor's terms and policies in addition to these terms; we will not be liable for any payment processor error. If a payment is unsuccessful, the amount debited will be credited in accordance with the payment processor's Terms.

CUSTOMER CONDUCT

Stain-33 forbids discrimination against service professionals due to race, religion, caste, national origin, disability, sexual orientation, sex, marital status, gender identity, age, or any other characteristic protected by relevant laws. Discrimination of this nature encompasses, but is not restricted to, any denial of prime subscription services due to any of these traits.

We request you to treat all service professionals with respect and courtesy, and to ensure a safe, clean, and suitable environment for them to deliver the prime subscription services. Service professionals have the right to decline to provide prime services if you fail to offer a safe, clean, and suitable environment for them, or if you interact with them in a way that is rude, disrespectful, abusive, or otherwise unacceptable. We retain the right to restrict access to the services and otherwise limit your use of prime subscription services at our sole discretion if you treat any services professional in a discourteous, disrespectful, abusive, or inappropriate manner.

You acknowledge that if a service professional behaves in a rude, disrespectful, abusive, inappropriate, or unlawful way, you are required to inform grievanceofficer@stain-33 about the incident promptly, but no later than 48 hours after it took place.

TERM AND TERMINATION

These terms shall remain in force until concluded as per the provisions outlined herein.

We may, at our exclusive discretion, limit, suspend, or end your access to or usage of these services, or any part of them, instantly and at any point in time. 2. if you infringe or fail to uphold any of these terms' obligations, responsibilities, or agreements, and 3. when you stop being a user of our services 4. you do not, or are unlikely to meet the criteria under relevant law or stain-33 or its affiliates' guidelines and policies, to access and utilize the services with 30 days' prior written notice to you, or immediately for any valid business, legal, or regulatory reason.

INTELLECTUAL PROPERTY

All rights, titles, and interests in the Services, as well as all intellectual property rights resulting from the Services, are owned by us or are licensed to us. Provided that you comply with these Terms, we give you a non-exclusive, non-transferable, non-sublicensable, revocable, and restricted license to utilize the Services as per these Terms and our written guidelines provided periodically. Any rights not specifically stated here are retained by Stain-33 or stain-33 licensors.

We might ask you to provide suggestions and additional feedback, such as bug reports, concerning the Services occasionally ("Feedback"). We can freely utilize, replicate, reveal, publish, showcase, distribute, and utilize the Feedback obtained from you without any royalty payment, acknowledgment, prior approval, or any other limitation stemming from your intellectual property rights.

Unless explicitly mentioned in these Terms, nothing herein should be interpreted as granting any rights or licenses to our or any third party's intellectual property rights.

YOUR RESPONSIBILITIES

you possess all intellectual property rights (or have secured all required permissions) to supply User Content and to offer the licenses outlined in these Terms;

You are entirely accountable for all actions that take place through your account on the Platform and all User Content.

the User Content does not and will not breach any of your duties or commitments under other agreements;

the User Content does not and will not violate, infringe upon, or misappropriate any intellectual property rights or other proprietary rights, including the publicity or privacy rights of any individual or entity;

the User Content must not and shall never include any viruses, corrupted data, or other harmful, disruptive, or destructive files or materials;

the User Content does not and will not infringe any rights of third parties; and

WARRANTIES AND DISCLAIMER

The services are offered "as is" without any warranty of any kind, whether express, implied, statutory, or otherwise, which includes, but is not limited to, implied warranties of title, non-infringement, merchantability, or suitability for a specific purpose. Without restricting the above, we do not guarantee that the services will fulfill your needs or expectations.

No guidance or information received from us, whether spoken or written, will establish any warranty not explicitly mentioned in the Terms.

Although Stain-33 strives to deliver precise details regarding professional subscription services and fees, pricing mistakes can occasionally happen.

You recognize and accept that we simply serve as a platform linking you with service professionals, and that we will not be responsible for any duties not specifically outlined in these Terms.

We are not accountable or responsible for the execution of any bookings, the delivery of the prime subscription services by any service professional, or any actions or failures to act by the service professionals during the provision of prime subscription services, including any damage to property.

When you reserve premium services via the platform, you establish an agreement with the appropriate service provider for delivering those services, for which we bear no responsibility or liability and offer no warranty, representation, or guarantee.

You consent and recognize that seeking or obtaining services from any service provider independently is entirely at your own peril, and in such circumstances, you renounce any rights you might possess under these conditions.

We offer no guarantees or warranties, and we provide no assurances regarding the dependability, quality, or appropriateness of the service professionals.

You explicitly consent and recognize that we will not bear any responsibility related to this and assume complete accountability for any outcomes that may result from your utilization of the services and prime subscription offerings.

INDEMNITY

You agree to indemnify, defend at our discretion, and keep us, along with our parent companies, subsidiaries, affiliates, and our officers, employees, directors, agents, and representatives, safe from and against any claims, demands, lawsuits, legal actions, losses, liabilities, damages, and expenses (including, without limitation, all damages, liabilities, settlements, and attorneys' fees), resulting from or related to your access to the Services or Pro Services, usage of the Services or Pro Services, breach of these Terms, or any breach of these Terms by any third party utilizing your Account.

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

These T&Cs shall be regulated by and understood in every way in line with the legal system of the Republic of India.

In accordance with the stipulations outlined in Clause XIV.3, the parties agree to submit to the exclusive authority of the courts located in Bangalore, India.

All disagreements arising from or related to these T&Cs will be resolved amicably between the parties. If no friendly resolution is reached within 15 (fifteen) days from the date one party first raises the dispute with the other, the parties shall settle the dispute through arbitration in accordance with the Arbitration and Conciliation Act, 1996.

The arbitration process will be overseen by an arbitral tribunal made up of 1 arbitrator jointly selected by you and the Company.

The arbitration process will take place solely in the English language, with Bangalore, India designated as the arbitration seat.

The decision made by the arbitral tribunal shall be conclusive and obligatory.

Alterations to Terms: The Terms may be modified at any time at our discretion, with all modifications taking effect immediately once they are published on the Platform.

You are responsible for periodically reviewing these Terms for any updates or modifications. If you keep using the Platform after the changes to these Terms have been posted, you will be considered to have accepted those changes.

Severability: Should any provision of these Terms be found to be illegal or unenforceable by a court or other appropriate authority, the remaining provisions will remain in effect. If any illegal or unenforceable provision would become lawful or enforceable by removing a portion, that portion will be considered deleted, and the remaining part of the provision will remain in effect (unless that contradicts the explicit intention of the clause, in which case the entire provision will be regarded as deleted).

Assignment: You may not license, sell, transfer, or assign your rights, duties, or agreements under these Terms, or your Account in any way without our prior written approval. We can either provide or deny this consent at our exclusive discretion, contingent upon any conditions we find suitable. We can transfer our rights to any of our affiliates, subsidiaries, or parent companies, any successor in interest of any business related to the Services, or any third party without giving you prior notice.

Force Majeure: We will not be liable to you if we are hindered or delayed in fulfilling our obligations, or in conducting our business, due to acts, events, omissions, or incidents that are beyond our reasonable control, which may include, but are not limited to, strikes, interruptions of utility services or telecommunications, natural disasters, war, riots, civil disturbances, intentional damage, or adherence to any law or governmental decree, rule, regulation, or directive.

Notices: All notices, requests, demands, and decisions for us under these Terms (excluding standard operational communications) must be directed to care@stain-33.com.

Third Party Rights: No third party shall possess any rights to impose any provisions stated herein.

CUSTOMER CARE AND GRIEVANCE REDRESSAL

Any Opinions , concerns, or recommendations regarding the Platform can be communicated/resolved by contacting the customer service phone number or email listed below:

Customer Care details: Care@stain-33.com

Any complaint, disagreement, or grievance regarding the Services or the Platform must be directed to Stain-33 as provided below. Any such complaint, dispute, or grievance will be addressed in accordance with relevant laws.