**[General terms](https://www.drinkaware.co.uk/mobile-app-terms-and-conditions/" \l "general)**

This mobile application (the “App”) is made available by Monotech Systems Limited, a company registered under company’s act and with registered address 3rd Floor, City Center # 66, Thirumalai Pillai Road, T. Nagar, Chennai – 600 017, India.

You, the user of the App, confirm your acceptance of these App terms of use (“App Terms”). If you do not agree to these App Terms, you must immediately uninstall the App and discontinue its use.  These App Terms should be read alongside our Privacy Policy.

**App and Related Terms**

Depending on the version of the Application you have downloaded, these App Terms incorporate Apple’s or Google Android’s terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these App Terms and the Platform Terms then these App Terms will prevail.

We may from time to time vary these App Terms. Please check these App Terms regularly to ensure you are aware of any variations made by us. If you continue to use this App, you are deemed to have accepted such variations. If you do not agree to such variations, you should not use the App.

**Use of the App**

You must be at least 18 years of age to use the App.

Monotech Systems hereby grants you a non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial use and only on an Apple or Android device (“Device”) as permitted by the applicable Platform Terms and in accordance with these App Terms (“User License”).  All other rights in the App are reserved by Monotech Systems Limited.

In the event of your breach of these App Terms we will be entitled to terminate the User License immediately.

You acknowledge that your agreement with your mobile network provider (“Mobile Provider”) will apply to your use of the App. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the App or any such third party charges as may arise and you accept responsibility for such charges. If you are not the bill payer for the Device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

You acknowledge that where you use services provided by Apple or Google (or any other third parties) in connection with your use of the App, you will be subject to Apple’s, Google’s (or the applicable third party’s) terms and conditions and privacy policy and you should ensure that you have read such terms.

**Intellectual Property**

The Monotech Systems Limited name, slogan and logo are property of Monotech Systems Limited. Other trademarks, service marks, graphics and logos used in connection with the App are the trademarks of their respective owners (collectively “Third Party Trademarks”).  The Monotech Systems Limited and Third Party Trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of Monotech Systems Limited or the applicable trademark holder. The App and the content featured in the App are protected by copyright, trademark, patent and other intellectual property and proprietary rights which are reserved to Monotech Systems and its licensors.

**Prohibited Uses**

You agree not to use the App in any way that:

* is unlawful, illegal or unauthorized;
* is defamatory of any other person;
* is obscene or offensive;
* promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
* infringes any copyright, database right or trade mark of any other person;
* is likely to harass, upset, embarrass, alarm or annoy any other person;
* is likely to disrupt our service in any way; or
* Advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

**Indemnification**

You agree to indemnify Monotech Systems for any breach of these App Terms. Monotech Systems reserves the right to control the defense and settlement of any third party claim for which you indemnify Monotech Systems under these App Terms and you will assist us in exercising such rights.

**No Promises**

Monotech Systems provides the App on an ‘as is’ and ‘as available’ basis without any promises or representations, express or implied. In particular, Monotech Systems does not warrant or make any representation regarding the validity, accuracy, reliability or availability of the App or its content. All product and brand related information is based on information provided by Monotech Systems and its alliances and such data, and other content on the App, may be out of date and Monotech Systems makes no commitment to update it.

To the fullest extent permitted by applicable law, Monotech Systems hereby excludes all promises, whether express or implied, including any promises that the App is fit for purpose, of satisfactory quality, non-infringing, is free of defects, is able to operate on an uninterrupted basis, that the use of the App by you is in compliance with laws or that any information that you transmit in connection with this App will be successfully, accurately or securely transmitted.

**Reliance on Information**

The App is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the App.

**Exclusion of Monotech Systems Limited Liability**

Nothing in these App Terms shall exclude or in any way limit Monotech Systems’ liability for death or personal injury caused by its negligence or for fraud or any other liability to the extent the same may not be excluded or limited as a matter of law.

To the fullest extent permitted under applicable law, in no event shall Monotech Systems be liable to you with respect to use of the App and/or be liable to you for any direct, indirect, special or consequential damages including, without limitation, damages for loss of goodwill, lost profits, or loss, theft or corruption of your information, the inability to use the App, Device failure or malfunction.

Monotech Systems shall not be liable even if it has been advised of the possibility of such damages, including without limitation damages caused by error, omission, interruption, defect, failure of performance, unauthorized use, delay in operation or transmission, line failure, computer virus, worm, Trojan horse or other harm.

**General**

These App Terms shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the courts of Chennai to resolve any dispute between them arising under or in connection with these App Terms.

If any provision (or part of a provision) of these App Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**Contact Us**

If you have any questions regarding our App, you can email us [info@monotech.in](mailto:info@monotech.in)

**Privacy Policy**

Monotech Systems is committed to protecting the privacy of our users. This privacy policy is intended to inform you how we gather, define, and utilize your Information.

The Monotech Systems (**“Monotech Systems Limited”, “we”, “us” or “our”**) respects the privacy of every person who visits or registers with our mobile application (the “**App**”) and their use of the services, products and tools that we make available from our App (our “**Services**”) and we are committed to ensuring a safe mobile experience.

* **Purpose of this policy**

This Privacy Policy (“**Privacy Policy**”) explains our approach to any personal information that we might collect from you or which we have obtained about you from a third party and the purposes for which we process your personal information. This Privacy Policy also sets out your rights in respect of our processing of your personal information.

* **Who are we and what do we do?**

The App is provided by Monotech Systems Limited who is a leading manufacturer and high value equipment provider for printing and packaging industry.

* **How to contact us?**

If you have any questions about this Privacy Policy, please contact us by sending an e-mail to [info@monotech.in](mailto:info@monotech.in)

* **What personal information do we collect and how do we use it?**

Our primary goal in collecting personal information from you is to: (i) verify your identity; (ii) help us improve our products and services and develop and market new products and services; (iii) carry out requests and orders made by you on the App; (iv) carry out your requests when using our App, including collecting information about your location if you select certain functionality within the App; (v) investigate or settle inquiries or disputes; (vi) comply with any applicable law, court order, other judicial process, or the requirements of a regulator; (vii) enforce our agreements with you; (viii) protect the rights, property or safety of us or third parties, including other users of the App; (ix) provide support for the provision of our Services; and (x) use as otherwise required or permitted by law.

In particular, we collect and use your personal information for the following purposes:

* Fulfillment of our Services - on our App.

We analyze your contact details with other business information that we observe about you from your interactions with our App or when downloading or using our App and Tools such as the IP address, operating system and browser type of your device.

In some sections of mobile app, we use a “click-through URL” linked to certain websites administered by us or our alliances on our behalf. We may track click-through data to assist in determining interest in particular topics and measure the effectiveness of these communications.

By using this information, we are able to measure the effectiveness of our content and how visitors use our app. This allows us to learn what pages of our app are most attractive to our visitors, which parts of our app are the most interesting and what kind of content our registered users like to see.

We also use this information to help us with the selection of future product and service lines, store and app design.

We also use this information for marketing purposes:

### **Marketing communications**

We carry out the following marketing activities using your personal information:

### Email marketing

### Online personalized advertising

### Social media remarketing

### Social media insight

### Business administration and legal compliance

### **Who do we share your personal information with for this purpose?**

We do not share your personal information with any of third party service providers.

* **What is our legal basis?**

Where your personal information is completely anonymized, we do not require a legal basis to use it under data protection laws as the information will no longer constitute personal information that is regulated under such laws. Where your personal information is not in an anonymous form, it is in our legitimate interest to use your personal information in such a way to ensure that we provide the very best services to you and our other customers and users.

## **How do we obtain consent?**

Where our use of your personal information requires your consent, you can provide such consent:

* at the time we collect your personal information following the instructions provided; or
* by informing us by e-mail, post or phone using the [contact details](https://www.drinkaware.co.uk/privacy-policy/#contact) set out in this [Privacy Policy](https://www.drinkaware.co.uk/privacy-policy/).
* Our app contains links to third party websites and services. Please remember that when you use a link to go from our app to another website or you request a service from a third party, this [Privacy](https://www.drinkaware.co.uk/privacy-policy/) policy no longer applies.
* Confidentiality and security of your personal information

We are committed to keeping the personal information you provide to us secure and we will take reasonable precautions to protect your personal information from loss, misuse or alteration.

* **Changes to this Privacy**

We may make changes to this Privacy policy from time to time.