

Terms of Service

Thanks for using our products and services ("Services"). The Services are provided by Envinova Smartech Private Limited, an Indian company, limited by shares, registered vide Corporate Identification Number (CIN): U29307CH2021PTC043527, having its registered office at H. No- 3084, GF, Bungalow, Sector- 46C, CHANDIGARH Chandigarh CH 160047 IN.

By using our Services, the user is agreeing to these terms. Please read them carefully. By accessing or using any part of the platform, the user agrees to be bound by these Terms of Service. If the user does not agree to all the terms and conditions of this agreement, then the user may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

For the purpose of this policy, wherever the context so requires,

1. The term 'you' & 'User' shall mean any legal person or entity accessing or using the services or offerings provided on the mobile app or any affiliated offerings.
2. The terms 'We', 'Us' & 'Our' shall mean the platform and/or the Company, as the context so requires.
3. That 'Platform' shall refer to the offerings of the company, like the mobile app or any other platform that the company owns/ operates.
4. The terms 'Party' & 'Parties' shall respectively be used to refer to the User and the Company individually and collectively, as the context so requires.
5. The headings of each section in this Policy are only for the purpose of organizing the various provisions under this Policy in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.

Accuracy and Completeness of Information:

The platform is designed and developed to keep the content, documents and information error-free. However, the company does not represent or warrant that the service will be error-free, free of viruses or other harmful components, or that defects will be corrected. The

company may make improvements and/or changes to its features, functionality or service at any time. Additionally, the material on the platform is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at the user's own risk.

Privacy and Copyright Protection

The company's privacy policy explains and outlines the relationship between the company and the user data. The company strives hard to protect the user's privacy by using its products and services. By using our Services, the user agrees that the company can use such data in accordance with its privacy policies. The platform allows the user to upload, submit, store, send or receive content.

About Platform updates

The company makes efforts to include and provide every information needed to avail the service as clear and defined as possible. However, it does not guarantee that the service will be made available in the same way described. The user is also informed that the steps and process might differ from time to time. the company reserves the right but are not obligated to limit our products or services to any person, geographic region or jurisdiction. the company may exercise this right on a case-by-case basis as needed or deemed right.

Prohibited Uses

In addition to the terms laid out in the Terms of Service, the user is prohibited from using the site or its content:

1. for any unlawful purpose;
2. to solicit others to perform or participate in any unlawful acts;
3. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
4. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;

5. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
6. to submit false or misleading information;
7. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
8. to collect or track the personal information of others;
9. to spam, phish, pharm, pretext, spider, crawl, or scrape;
10. for any obscene or immoral purpose; or
11. to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

The company reserves the right to terminate the user use of the Service or any related website for violating any of the prohibited uses. The company is also not responsible for any malicious use of its features and offerings by the user.

Modifying and Terminating our Services

The company reserves the right to update or modify its services and offerings at its sole discretion. The company is also not obliged to intimate the user of any change unless the user is affected materially. The decision of the Executive Committee of the company will be final in any conflicting situation unless conflicted or ordered by law. The company may add or remove functionalities or features or may suspend or stop a Service altogether. The user has the right to stop using the company's Services at any time. The company shall not be liable to the user or any third party for any modification, price change, suspension or discontinuance of the Service. The user, hereby agree:

1. That the company may remove the service for indefinite periods of time or cancel the service at any time, without any notice to the user.
2. That their use of, or inability to use the service or any of the company's offering is at their sole risk.

Termination

The user may use our Services only as permitted by law, including applicable laws and regulations. the company may suspend or stop providing our Services to the user if the user does not comply with our terms or policies or if the company is investigating suspected misconduct.

These Terms of Service are effective unless and until terminated by either the company or the user. The user may terminate these Terms of Service at any time by notifying the company that they no longer wish to use the company's services, or when they cease using the site and its affiliated offerings.

Ownership

The platforms and services are owned and operated by the company. All right, title and interest in and to the materials provided, including but not limited to information, documents, logos, graphics, sounds and images (the "Materials") are owned by the company except as otherwise expressly provided by the company, none of the materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing shall be construed to confer any license whether by estoppel, implication or otherwise.

Using our Services does not give the user ownership of any intellectual property rights in our Services or the content the user accesses. the user may not use them unless the user obtains permission from the company or are otherwise permitted by law.

Dispute Resolution and Jurisdiction

Any controversy or claim arising out of or relating to this agreement or the company services shall be settled by binding arbitration in accordance with the laws of Chandigarh, India. The company is registered in India and is obliged by Indian laws. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

In case any terms of service are not covered in these Terms of service but are necessary to be called upon in matters of conflict with any user, the decision of the Executive Committee will be final in the concerning matter unless instructed otherwise by the competent court. Any other dispute or disagreement of a legal nature will also be decided in accordance with the laws of India, and the Courts of Chandigarh shall have jurisdiction in all such cases.

Changes to the terms of service

The company retains the sole and exclusive rights to amend or modify the Policy and the aforementioned Terms without any prior permission or intimation to the user and the user expressly agrees that any such modifications and updates shall come into effect immediately. The user can review the most recent version of the Terms of Service at any time to avoid any conflict of interest.

However, if the company makes any material or substantial changes, the company will place a prominent notice on our platform. If the change materially affects the user, the company will send a notice to the user by email.

Grievance Redressal

If the user has any questions, grievances or suggestions regarding anything covered by this terms of services, or not covered but the user considers an essential thing to bring to our notice, the user may contact our Grievance cell at [email] with subject as (TERMS: <the user concern>) or write to us at the following address:

Arjun Mittal

Data Protection Officer,

Envinova Smartech Private Limited

H. No- 3084, GF, Bungalow, Sector- 46C,

Chandigarh CH 160047 IN

Email: envinovagrievance@gmail.com

Mobile: +91 9779983084

