

**Terms and conditions of use**

You understand that your use our mobile application, S3 (“App”), is subject to certain terms and conditions (“Terms of Use” or “Terms”).

Please read these Terms carefully before signing up on the App.

The Terms of Use are subject to the Community Guidelines (available here: https://www.s3serv.com/community-guidelines) and Privacy Policy (available here: https://s3serv.com/privacy-policy/).

These Terms of Use and the Privacy Policy constitute a valid and legally binding agreement between You and Us. The App is being provided to you as a service on a revocable, limited, non-exclusive, and non-transferable license.

This document is an electronic record in terms of the Information Technology Act, 2000 (“IT Act”) India, the rules thereunder as applicable, and the provisions pertaining to electronic records in various statutes as amended by the IT Act. This electronic record is generated by a computer system and does not require any physical or digital signatures.

We may update these Terms of Use from time to time and will notify You as and when We do so. Please ensure You read our Terms of Use and any updated version when You use the App.

Acceptance of Terms and Registration of Account

a. These Terms set forth a legally binding contract between You and Us. By using the Platforms, You agree to be bound by these Terms together with the Privacy Policy.

b. To accept these Terms, You must be at least 18 (eighteen) years of age. In the event that You are below 18 (eighteen) years of age or such other older legal age, Your guardian must read and understand and accept the provisions on Your behalf.

c. If You are executing/accepting these terms on behalf of any registered association / society or builder (“Direct Customer”), You confirm that You are a major and are competent, to accept/execute the Terms of Use.

d. You also agree to provide true, accurate and complete information about Yourself and update them upon any change.

e. To avail any services offered by the Company, You will have to register on the Platforms to create Your account. To register You will be required to open an account by completing the registration process, by providing Us with current, complete and accurate information as prompted by the registration form. You may then update the identifiable information relating to You.

f. To access Your account on the Platforms, You will be asked to log in with Your user ID and password, to establish a unique identity for You. You are responsible for maintaining the confidentiality of Your password, verification code, and account information. If there is any compromise on Your password You can change Your password using the ‘Forgot Password?’ functionality.

g. At the time of registration, if You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your account and refuse any and all current or future use of the Platforms (or any portion thereof) at any time.

h. You may access the Platforms as available for Your personal use only.

i. You will be required to enter a valid phone number while registering on the Platforms. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, and/or e-mails, in case of any subscription/service updates.

j. You agree that it shall not be the responsibility of the Company to perform background checks or provide any advice relating to the hiring/firing of the security personnel of the apartment complex /gated complex and/or any third-party service providers providing services to the residents of such apartment complex /gated complex. The hiring/firing of such security personnel and/or any third-party service providers shall be at the sole risk of the association of the apartment complex /gated complex or the residents of such apartment complex /gated complex, as the case maybe. We are merely a technology platform.

Registration of the Direct Customer Account

a. These Terms set forth a legally binding contract between You and Us. By using the Platforms, You agree to be bound by these Terms together with the Privacy Policy.

b. To accept these Terms, You must be at least 18 (eighteen) years of age. In the event that You are below 18 (eighteen) years of age or such other older legal age, Your guardian must read and understand and accept the provisions on Your behalf.

c. If You are executing/accepting these terms on behalf of any registered association / society or builder (“Direct Customer”), You confirm that You are a major and are competent, to accept/execute the Terms of Use.

d. You also agree to provide true, accurate and complete information about Yourself and update them upon any change.

e. To avail any services offered by the Company, You will have to register on the Platforms to create Your account. To register You will be required to open an account by completing the registration process, by providing Us with current, complete and accurate information as prompted by the registration form. You may then update the identifiable information relating to You.

f. To access Your account on the Platforms, You will be asked to log in with Your user ID and password, to establish a unique identity for You. You are responsible for maintaining the confidentiality of Your password, verification code, and account information. If there is any compromise on Your password You can change Your password using the ‘Forgot Password?’ functionality.

g. At the time of registration, if You provide any information that is untrue, inaccurate, not current or incomplete, or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the right to suspend or terminate Your account and refuse any and all current or future use of the Platforms (or any portion thereof) at any time.

h. You may access the Platforms as available for Your personal use only.

i. You will be required to enter a valid phone number while registering on the Platforms. By registering Your phone number with us, You consent to be contacted by Us via phone calls, SMS notifications, and/or e-mails, in case of any subscription/service updates.

j. You agree that it shall not be the responsibility of the Company to perform background checks or provide any advice relating to the hiring/firing of the security personnel of the apartment complex /gated complex and/or any third-party service providers providing services to the residents of such apartment complex /gated complex. The hiring/firing of such security personnel and/or any third-party service providers shall be at the sole risk of the association of the apartment complex /gated complex or the residents of such apartment complex /gated complex, as the case maybe. We are merely a technology platform.

Registration of the Administrative Account

a. If You are registering the administrative account for the Direct Customer online on the Platforms, You may be required to complete a verification process as part of setting up the account (“Account”).

b. To access the Direct Customers administration account, the authorised personnel of the association shall also be provided with a unique ID and password. We categorically state the Company has no liability for usage or sharing of information / data by such Direct Customer. They are fully responsible for all activities that occur on the administration account.

Services

a. The Company offers You a technology platform which ensures to the best extent possible, the safety and security of apartment complexes/gated enclaves by deploying its proprietary software (“Service”).

b. You acknowledge and agree that the association of each such apartment complex/gated enclave, being our Direct Customers, shall share all Users / residents information with the Company, including Your information, and the same shall also be subject to the terms of our Privacy Policy. It is clarified that such information is in addition to the information provided by You on the Platform.

c. You agree that the Service may enable You to control the access of entry into the apartment complex/gated enclave through inviting or letting non-residents, such as service providers who provide daily services (maids, drivers, cooks, etc.), as well as non-regular visitors including, without limitation, family, friends, and delivery personnel. You agree that every entry to service providers, guests and visitors in the Premises is either resident initiated and is authorised by You or authorised by personnels of appointed Security Agency or any other agency or vendor or individual as appointed by the Association or builder at the Premises and the Company shall have no liability in this regard. Therefore, the Company shall not be liable for any entry in to the apartment complex/gated enclave, as the entry process is completely controlled by You.

d. You agree that the Company offers various others additional services through its Platform, which You may avail at Your own risk. The Company shall not be liable for any services that You chose to avail on/from the Platform. These additional services may be governed by specific policies.

e. The Company does not guarantee the consistency or the stability of the Platforms. Further, any services provided by the Company may be subject to change at the discretion of the Company, and the Company does not require Your permission for the same. While we want to insure the best user experience, We do not represent or warrant that the services or our Platform will be error free or uninterrupted.

f. The Company does not control the information provided by third parties (such as value-added services or other promotional / marketing links on our Platform) nor does the Company control any information or data provided by the other residents registered association or builders, being our Direct Customers, as the case may be. Your reliance on the same shall be at your own risk.

g. Reliance on any information provided by such third parties, their employees, or others appearing on the Platform is solely at your own risk. Furthermore, the information provided by the Company on the Platform is on as “AS IS” basis and any reliance on the same shall be at Your sole risk. You understand the Company is merely a technology platform and that the Company shall not be responsible for the correctness of the information provided by You or any third party on the Company’s Platform. You acknowledge and agree that the Company is an intermediary and the use and/or publication of any information provided by the users shall be at the User’s sole risk except so far as provided under these Terms.

Termination or Suspension of Account

You agree that We may at any time and for any reason, including but not limited to breach of the Terms or the Privacy Policy, terminate or restrict or suspend Your access to the Platform, with or without prior notice, and without liability. If there is a suspicion of untoward or illegal activity, we may suspend Your account immediately.

Preservation/Disclosure

You acknowledge, consent and agree that the Company may treat Your account information along with such other information provided by You as per the Privacy Policy https://aws.s3serv.com/privacy-policy/

Security Components

You understand that the Platform and software embodied within the Platform may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by the Company, the same shall at all times be subject to the Privacy Policy of the Company. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Platform.

Links to Third Parties

Our Platform may contain links to other applications or websites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their applications or websites. The Company does not assume any responsibility or liability for the actions, product, and content of any such applications or websites. Before You access or visit any third-party applications or websites made available on Our App, You should review the applicable terms of use and prevailing policies for such applications or websites. If You decide to access any such third-party platform, You do so at Your own risk.

Trademark, Copyright and Restriction

a. The Platform is proprietary software developed and made available exclusively by the Company. The Company is the sole owner of the Platform, and all software created to make the Platform available to You. All content on the Platform, which is including, but not limited to, names, logos, trademarks, images, text, columns, graphics, graphs, illustrations, artwork, software, designs, text, graphics, graphs, images, information, button icons, and any other content (“Content”) are the exclusive and sole property of the Company.

b. All icons and logos are trademarks of and proprietary to the Company. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

c. All Content is the exclusive copyright of the Company or its licensors, except the third-party content and link to third party apps or websites. Systematic retrieval of the Company’s Content to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from the Company is prohibited. In addition, use of the Content for any purpose not expressly permitted by the Company in these Terms is prohibited and may invite legal action.

d. The Company respects the intellectual property of others. In case You feel that Your trademark or copyright has been infringed, You can write to us at legal@aws.s3serv.com

Prohibited Conduct

a. You agree that You shall not use the Platforms in order to host, display, upload, modify, publish, transmit, update, distribute, share, store or destroy material:

in violation of any applicable law or regulation;

in a manner that will infringe the copyright, trademark, trade secret or other intellectual property or proprietary rights of others or violate the privacy, publicity or other personal rights of others;

that belongs to another person and to which the user does not have any right to;

that is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous;

harm minors in any way;

deceives or misleads the addressee about the origin of such message or communicates any information which is grossly offensive or menacing in nature;

Terms and Termination

a. These Terms of Use shall remain in full force and effect for so long as You use the Platform. You may delete Your account at any time, for any reason, by following the instructions on the Platform. The Company however does not offer any refunds.

b. The Company reserves the right to terminate the services or the Platform without prior notice. Your account or Your access to the Platform may be terminated immediately, with or without notice to You, and without liability to You, if the Company believes that You have breached any of these Terms, the Privacy Policy, or any false or misleading information, or interfered with use of the Platform by others.

c. The Company reserves the right to cancel delete or deactivate Your Account, if it believes the same has been compromised, or is being used fraudulently, at its own discretion.

Disclaimer of Warranties and Liability

a. The Company is a technology platform and only provides licenses to its Users to use its proprietary solution to facilitate safety and security in gated communities.

b. All Content on this Platform, (including but not limited to software) and services, included on or otherwise made available to You through this Platform are provided on “AS IS” and “AS AVAILABLE” basis without any representation or warranties, express or implied except otherwise specified in writing.

c. The Company does not warrant that the technology platform, information, content, product (including software) or services included on or otherwise made available to the Users through the technology platform are free of viruses, malware, or other harmful components.

d. The Company shall not be liable for any unanticipated or unscheduled down time of all or a portion of the services provided to the Users.

e. The Company shall not be responsible for actions of information sharing by the Direct Customer. The Direct Customer shall be solely responsible and liable for obtaining the requisite permissions from its residents to share their respective information with the Company.

f. You acknowledge and agree that the Company shall not be held responsible or liable for theft, security breach, or any other unusual or illegal activity that occurs in the premises of the apartment complex /gated complex, as the services of the Company are provided on a best effort basis. The Direct Customer shall contact the respective law enforcement agencies for any such unusual or illegal activity.

g. The Company will not be liable to You in any way or in relation to the Content, or use of, or otherwise in connection with the Platform. The Company does not warrant that the Platform, information, Content, product (including software) or services included on or otherwise made available to You through the Platform are free of viruses or other harmful components.

h. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.

i. Our affiliates, respective investors, directors, employees, agents, suppliers, and Us shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of the Platforms, whether based in contract, tort, strict liability, or other theory.

j. Nothing on the Platform constitutes, or is meant to constitute, advice of any kind.

k. SUBJECT TO APPLICABLE LAWS, IN NO EVENT WILL THE COMPANY OR ITS EMPLOYEES’, OR ITS AGENTS’, PARTNERS, AND CONTRACTORS’, AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE AFORESAID SERVICES SHALL EXCEED THE PAYMENTS ACTUALLY RECEIVED AND RETAINED BY THE COMPANY FROM YOU, FOR ANY AND ALL CAUSES OF ACTION BROUGHT BY YOU OR YOUR AGENTS.

Indemnity

You agree to defend, indemnify and hold harmless the Company, and its subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorneys’ fees and costs) arising directly from:

Your use of and access to the Platform;

Your violation of any Terms and the Privacy Policy contained herein;

Your violation of any third party right, including without limitation any copyright, property, or privacy right.

Provided however the same are not on account of fraud, misrepresentation or negligence of the Company or its employees.

Additional Terms

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the service or any of the Platform (or any portion thereof) with or without notice. You agree that we will not be liable to You or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Platform.

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction.

This Agreement together with the Privacy Policy and any other policies/legal notices published by the Company on the Platform or elsewhere in or around Your apartment complex, shall constitute the entire agreement between You and the Company concerning the Platform, the Company’s services, and governs Your use of the Platform, superseding any prior agreements between You and the Company with respect to the Platform.

The failure of the Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavour to give effect to the Parties’ intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

These Terms are governed by the laws of India. Any matters arising under these terms shall be subject to the exclusive jurisdiction of courts located in Lucknow.

Grievance Officer

In case of any grievance arising from the use of the Platforms, please contact the Grievance Officer, the details of which are set forth below-

Grievance Officer: Shivam Singh Chauhan

Contact: info@s3serv.com

For the purpose of these Terms of Use, wherever the context so requires “You” or “User” shall mean any natural or legal person or any entity who has agreed to become a registered User on the Platform by providing registration data while registering on the Platform. The term “We”, “Us”, “Our” shall mean Spring Spruce Services Private Limited (“S3” or the “Company”, which expression shall, wherever the context permits, admits or requires, be deemed to mean and include its successors in interest and permitted assigns). The Platforms are owned and operated by the Company.

Contact

S3 (Spring Spruce Services Private Limited),

GH-08/1, Vrindavan Yojna, Raibareily road,

Lucknow.

Uttar Pradesh-226029 (India).

Call +91 84009-99344

info@s3serv.com

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