



DEFINITION

“User”, “You”, “Your” means any person who accesses or uses Website;

“Use”, “Using” means to access, view, copy, deal in any manner or otherwise benefit from using the Website;

“Services” means all the products and services available on the Website including but not limited to developing and providing mobile and web projects, web based applications, technical solutions, platform to execute ideas into business solutions;

“We”, “Company”, “us” and “our” means Mister Homecare Services Private Limited, having its Registered Office at 2nd floor, Gordhan Building, Dr. Parekh Street, Mumbai 400004, India.

“Website” means <https://www.mrhomecare.in/> owned and marketed by Company and may or may not include an application software (mobile application or mobile app) designed to run on smartphones, tablets and other mobile devices and can be downloaded from website or mobile having requisite software;

“Website Package” means any software package available on the Website subject to these terms and conditions.

WEBSITE USE

User is allowed to use Website subject to acceptance of this Terms of Use and any other terms and conditions made applicable to the Website from time to time (“Terms”).

User agrees to have read, understood and conveys acceptance that he is bound by the Terms every time the User uses the Website. User is allowed to Use Website at Your own risk. User acknowledges and understands that User has discretion not to use the Website. User is restrained from creating more than one User Account or otherwise assign or transfer its User Account to any third party. Company reserves the right to prevent You from using the Website and the Service (or any part of them) and to prevent You from making any purchase through the Website.

USER ACCOUNT

In order to avail the products and services You are being recommended to register and create a User Account with password on the Website or speak to our representatives on the mentioned phone number / email ID. At the time of registration, You shall be required to share certain information with Company which shall be accurate, complete, and updated. Failure to do so shall constitute a breach of the Terms, which may result in immediate termination of Your User Account. You are required to log in and exit properly on the Website every time to access your User Account.

You are responsible for maintaining the confidentiality of your passwords, log-in, and account information. You will be financially liable for all uses of the Website by you and/or by anyone using your account information.

The information collected from time to time will assist you in protection of Your User Account. In case You forget password and it needs to reset, the information stored with us will be used to verify your User Account. Only in case of providing correct answers to security questions, access will be granted to Your User Account. In case after registration, if You wish to delete your account, You may do so. All Your personal information will be deleted from the Website in the event you deactivate or delete your User Account. However, information backed-up from time to time remains part of such back-up material on the Website. We respect Your personal information; Company reserves the right to store, evaluate, analyze, verify, and authenticate the information and data provided by the User.

You will immediately notify the Company in writing of any unauthorized use of Your account, or any other breach of security or other known account-related security breach.

The Company reserves the right in its sole discretion to accept/refuse /reject registration or cancel or terminate User Account or suspend or prohibit your access to the Website without prior notice and without obligation of explanation to you for violating any of these Terms or for any other reason whatsoever.

Any data, information, material You transmit or post or submit on the Website shall be considered and shall be treated as non-confidential and non-proprietary, subject to the data security provisions and you grant us a



royalty-free, perpetual, irrevocable, non-exclusive right to use, copy, modify, adapt, translate, publish and distribute any such material. Any conduct of a User that is in Company's exclusive discretion, a breach of the Terms or which restricts or inhibits any other User from using or enjoying this Website is strictly prohibited.

We may also send You information regarding Your account activity, as well as updates about the Website. You can opt out of Our promotional emails anytime by clicking the unsubscribe link at the bottom of any of our email correspondences. You agree to receive calls, including autodialed and/or pre-recorded message calls, or messages, emails and material at your given contact details.

USE OF THE SERVICES

If you are using the Services on behalf of an organization then you are agreeing to these Terms and Privacy Policy on behalf of that organization and are warranting that you have the appropriate authority to bind that organization to these Terms.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features.

SOFTWARE AND UPDATES

Some of our Services may require you to download a software package ("Software"). Company hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms.

We may update the Software on your device automatically when a new version is available. Your acceptance of such updates is required under the Terms. We assume no responsibility for functionality which is dependent on your computer system or browser or other third party software to operate.

DATA SECURITY AND OWNERSHIP

You agree and undertake not to reverse engineer or decompile, modify, copy, post, distribute, transmit, display, perform, reproduce, publish, re-publish, license, create derivative works from, transfer, or sell any material, service or feature, information, data, software obtained from the Website or attempt to do so, or assist anyone else to do so.

It is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

All materials on this Website, including but not limited to images, photographs, layouts, designs, audio, video, graphics, software, text, icons, and such like (the "Content"), are protected by relevant Intellectual Property Rights laws. All other Intellectual Property Rights such as proprietary logos, copyrights, know-how, patents, trade secrets, models, goodwill, service marks and trademarks on this Website whether owned/used by Company or otherwise.

By displaying them on this Website, Company is not granting you any license to utilize those Intellectual Property Rights. Such elements of the Website are protected by Intellectual Property Rights law and are not be copied or imitated in whole or in part. Any unauthorized use or attempt to use the Content may violate copyright laws, trademark laws, the laws of privacy, and civil and criminal statutes.

All data, information, comments, suggestions, feedback or any other information disclosed or uploaded or offered by You shall be deemed to be non-confidential and shall remain the property of the Company and You hereby assign all present and future assignment relating to intellectual property rights of such information to us.



USE OF THE WEBSITE

The Website is to be used solely for Your non-exclusive, non-assignable, non-transferable and limited use of viewing, obtaining information and for no other purposes. You agree You will not sell, transfer, license or assign Your account, followers, username, or any account rights.

You agree and undertake that when accessing or using this Website, You will not:

Create, send or result in the transmission of SPAM, junk e-mail, chain letters, duplicative or unsolicited messages, letters, comments, or so-called “spamming” and “phishing”;

transmit, distribute or upload programs, files or materials that contain corrupted files, malicious code, such as viruses, time bombs, worms, trojan horses, spyware, or any other similar software or other potentially harmful programs or other material or information that may damage the operation of the Website or server or another’s computer or property or handheld devices;

upload, download, post or distribute any data, information, file, software, content or other material that is protected by intellectual property laws and You have not obtained necessary license or approval and is not developed by You and You do not have the rights and necessary consents to use;

stalk, bully, abuse, harass, threaten, impersonate or intimidate anybody or entities with real or fake identity or any combination of both or anything that will give rise to civil or criminal liability or otherwise violate the legal rights of others;

post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;

falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

Modify, disrupt, impair, alter or interfere with the use, features, functions, access, operation, system, network or maintenance of the Website or any other usage in inappropriate manner;
violate any applicable laws or regulations for the time being in force;

Engage in any activity that interferes, intercepts with or disrupts access to the Website or the Services (or the servers and networks which are connected to the Website);

Use any device or software to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person’s use of the Website;

Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or other third parties;

Engage in unlawful multi-level marketing or conduct forward surveys, contests, pyramid schemes, chain letters, distribute or post spam, unsolicited or bulk electronic communications;

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

Violate, abuse, unethically manipulate or exploit, any of the terms and conditions or code of conduct;



Create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, robot, spider, crawler or scraper;

Attempt to restrict another user from using or enjoying the Service and You must not encourage or facilitate violations of these Terms;

Do anything that will affect reputation of the Website or any other party in whatsoever manner;

Company shall have the right to monitor the content of the Website at all times, to determine compliance with these Terms and any rules, code formulated by the Company and all applicable laws, rules and regulations. Without limiting the foregoing, Company shall have the right to remove any material that Company, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

The use of Website will be for people in India only. Any person using the Website whether in India or outside India will do so at his own risk and responsibility. Company shall not be liable in any form for any deliver or non-delivery of any product, service, payment made, etc and any consequences thereof.

Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, explanation, information or statement made on the Website by anyone other than authorized person acting in official capacities. Under no circumstances Company will be liable for any loss or damage caused by User's reliance on information obtained through the Website. It is the responsibility of User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice etc. or other content available through the Website.

ONLINE PAYMENT

User understands and acknowledges that:

The information provided by User will not be utilized or shared with any third party unless required in relation to verifications or by law, regulation or court order. The Company expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of User's credit/ debit card. Company, undertakes utmost care to provide secure payment system, however, it is susceptible to hacking, virus attacks, malfunction.

User shall provide accurate payment details to the secure payment system for making purchase on the Website. That the User undertakes all payments subject to own risk and volition. Company shall not be liable for any loss or damage occurred to User arising directly or indirectly out of the decline of authorization for any transaction malfunction, errors and/or unscrupulous activities.

INTELLECTUAL PROPERTY RIGHTS

The contents of Website are the property of Company its affiliates, subsidiaries, licensors, suppliers, service providers, vendors, promotional partners, sponsors and are legally protected, without limitation, under Indian Laws and regulations. You must not alter, delete or conceal any copyright or other notices contained on the Website. You shall not, nor will you allow any third party to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party, or otherwise use, any Website matter without the express prior written consent from the Company. If You believe that the Website contains elements that infringe Your intellectual property rights in your work, please notify us immediately by writing us at the contact details provided below. If we receive any intellectual property right infringement claim, and it is felt appropriate, we may remove all such content which is indicated as infringing and/or take any other appropriate action.

REPRESENTATION AND WARRANTY

You represent and warrant that you are eligible to use this Website and its services under Indian Law and are of 18 years of age or above. You agree and acknowledge that



We do not warrant that the Website may serve Your purpose and is fit for Your use. The advice or information provided on the Website will depend on the information that you shared on the Website and which is available with the Company.

We do not warrant that advice or information given by Website is complete, correct, exhaustive and appropriate. While we try to offer reliable data, we cannot promise that it will always be accurate and up-to-date. We assume no responsibility for functionality which is dependent on Your browser or other third party software to operate.

ADVERTISEMENTS

The Website may also post, display, publish or provide links of advertisements of Advertisers at various places on Website. The places of such Advertisements shall not be fixed. These Advertisers might set cookies on Website which shall use Your data, information for various other links.

We do not endorse, recommend, market, warrant the quality, suitability, merchantability, fitness, commitment, reasonability of the product and/or services offered by such advertisers. We are not responsible for any of these Advertisers as these will be by Third Party Advertisers. User shall directly deal with the Advertisers on entire risk and volition if You intend to.

LINK TO THIRD PARTY

We may provide links of other websites on the Website, without any warranty, merchantability, endorsement, suitability, assurance of quality, authenticity, and appropriateness to view such websites and responsibility, liability, obligations on part of the Website.

The Website may contain links to third party websites maintained by other content providers. These links are provided solely as a convenience to You and not as an endorsement by Company and Company hereby expressly disclaims any representations regarding the content or accuracy of materials on such third-party websites. If the User decides to access linked third-party websites, the User does so at his/her own risk.

The provision of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content, products, services provided to You is obtained from sources believed to be reliable. Company does not provide any guarantee with respect to any Third Party Content, products, services and Company shall not be held liable for any loss suffered by You based on Your reliance on or use of such data. Company shall not be in no way responsible and liable for any third party products or services. The advertisement, third party links available on e-mail or website with respect to the third party links, website or the products and services are for information purpose only.

GUIDANCE MATERIAL

The Website is not responsible for the quality, authenticity, accuracy or suitability of such information. The User shall take prior advice and complete precaution of checking validity, correctness of such information. The Company shall not be liable to the User or any third party for taking any decision on the basis of information mentioned on Website. Further, the User shall deal with the third party or provider of products and services directly and Company shall be in no way responsible or liable in any form for further process. Company makes no warranty to the Users for the quality, safety, usability, or other aspect of the Product or Service.

INDEMNIFICATION

You agree to indemnify, defend and hold Company, its parents, subsidiaries, affiliates, associates, successors, assigns and licensors, the Website or any of their respective officers, directors, employees, agents, Vendors, licensors, representatives, advertisers and service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), arising out of the use of this Website or



use of User Account or resulting from any breach or violation of these Terms by You, or due to Your activities related to the Website.

DISCLAIMER AND LIMITATIONS OF LIABILITY

THE WEBSITE AND ALL CONTENT, MATERIALS, PRODUCTS AND POSTINGS ARE MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTEE OR ASSURANCE THAT ALL FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE. THE WEBSITE IS NOT HACK PROOF. THE DATA MAY GET PILFERED, DAMAGED, LOST, GARBLED OR BECOME USELESS.

Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions. You understand, acknowledge and agree that You are assuming the entire risk as to Your data, quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, safety, security and validity of any and all features and functions of the Website including, without limitation, Postings and Materials associated with Your use of the Website, or Your own information and data that You voluntarily share on the Website.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE WEBSITE, COMPANY AND THEIR SUCCESSORS AND ASSIGNS, OR ANY OF THEIR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR VENDORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE WEBSITE OR FROM THIS AGREEMENT, OR FOR THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE WEBSITE INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

Notwithstanding any claim, You specifically acknowledge and agree that Your sole and exclusive remedy for any loss or damage shall be to have Company, upon written notice from you to us, attempt to correct deficient services under this Agreement and, if correction or replacement is not reasonably commercially practicable for Company, to refund any monies actually paid by You for use of the Website and to terminate and discontinue Your use of the Website. You further understand and acknowledge the liability of the Website is limited.

Company shall not be responsible for the delay, interruption or inability to use the Website, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Company shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Company's control. We will try to restore Services in reasonable time.

Further Company may change its Website settings at any point of time and You agree to accept it.

We try to keep our Services safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services. Updates, notification functionality in Company's applications may not occur in real time. Such functionality is subject to delays beyond Company's control. We do not give any warranty that the Services or the Website are free from viruses or anything else which may have a harmful effect on any technology.

PRIVACY

User acknowledges that all discussions, comments, messages or communication appearing on Website are public and not private communications, and that, therefore, others may read the User's communications without the User's knowledge. Company does not control or endorse the content, messages or information found on Website and,



therefore, Company specifically disclaims any liability concerning and arising from any content. Generally, any communication which the User posts on the Website is considered to be non-confidential. By posting comments, messages or other information on the Website, User grants Company the right to use such comments, messages or information for promotions, advertising, market research or any other lawful purpose. You further consent that the terms and contents of such Privacy Policy are acceptable to You and shall abide by You.

FORCE MAJEURE

Without limiting the foregoing, under no circumstances shall Company be held liable for any damage or loss, penalty due to delay or deficiency in performance of the Website resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication failures, major electricity failures, internet outage, downtime, floods, storms, accident, civil disturbances, riots, strikes, shortages of labor, fluctuations in heat, light, fire or air, change in Government Policy.

AGREEMENT

These Terms contain the sole legal understanding and agreement between You and Company and supersedes all prior understandings. This Agreement cannot be changed or terminated orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable.

CHANGE

We reserve the right to modify, change, update Terms or any information in it at any time by sufficiently highlighting on the Website about such change. Such changes shall be effective immediately upon posting on the Website. We reserve right to terminate the Terms, without prejudice to any other right or remedy we may have in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

GENERAL PROVISIONS

You agree that if Company does not exercise or enforce any legal right or remedy which is contained in the Terms, this will not be taken to be a formal waiver of Company's rights and that those rights or remedies will still be available to Company.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision contained under the Terms are invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

If any one or more of the provisions of this Terms is or becomes invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or impaired.

The use or access of the Website or the Services therein, shall be governed exclusively by the laws of India without regard to its conflict of law provisions. You and Company agree to submit to the exclusive jurisdiction of the courts located within Pune, Maharashtra, India to resolve any legal matter.

All such provisions wherein the context so requires, will survive termination of these Terms.

These Terms and Privacy Policy constitutes the entire agreement of the parties with respect to the subject matter hereof.

You also agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm, for which monetary damages would be inadequate, and You consent to Company obtaining any injunctive or equitable relief that Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Company may have at law or in equity.



All notices of Company will be served by email or by general notification on the Website. Any notice provided to Company pursuant to the Terms should be sent to support services, email id of the Company or Registered office address of the Company.

© 2016 Mister Homecare Services Pvt. Ltd. | Mr. Homecare All rights reserved.