

Acceptance of Terms

These Terms of Service (the "**Terms**") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of Godrej Smart Care website at <http://www.godrejsmartcare.com/> (the "**Site**") and any related mobile or software applications ("**Platform**") including but not limited to delivery of information via the mobile applications whether existing now or in the future that link to the Terms (collectively, the "**Services**").

Please read these Terms carefully. By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with Godrej & Boyce Manufacturing Company Limited ("**Godrej**"). By using the Site or downloading materials from the Site, you agree to abide by the terms and conditions set forth in this notice. If you do not agree to abide by these terms and conditions do not use the Site or download materials from the Site. Use of the Site is at your own risk.

In order to use the Services, you must first agree to the Terms. You can accept the Terms by:

- clicking to accept or agree to the Terms, where it is made available to you; or
- actually, using the Site. In this case, you understand and agree that Godrej will treat your use of the Services as acceptance of the Terms from that point onwards.

Eligibility to use the Services

You hereby represent and warrant that you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree to the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms. Use of <http://www.godrejsmartcare.com/> is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use <http://www.godrejsmartcare.com/> only with the involvement of a parent or guardian.

Compliance with Laws

You shall be responsible for complying with all laws and regulations in India. You agree to use the Site only in compliance with these Terms and applicable law, and in a manner that does not violate our legal rights or those of any third party(ies).

Limited License

Subject to the terms and conditions set forth in these Terms, Godrej grants you a non-exclusive, non-transferable, limited right to access, and use this Site and the materials thereon. You agree not to interrupt or attempt to interrupt the operation of the Site in any way.

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Provision of the Services

- You acknowledge and agree that the form and nature of the Site, may require effecting certain changes in it, therefore, Godrej reserves the right to suspend the Site, or cancel, or discontinue any or all products or services at any time without notice, make modifications and alterations in any or all of its contents, products and services contained on the Site without any prior notice.
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Third Party Sites

As a convenience to you, Godrej may provide, on this Site, links to web sites operated by other entities. If you use these sites, you will leave the Site. If you decide to visit any linked site, you do so

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Information Provided by You

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Indemnity and Release

You shall indemnify and hold harmless Godrej & Boyce Mfg. Co. Ltd., its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release Godrej & Boyce Mfg. Co. Ltd. and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

Cancellation of Service

In case of any issues with your service, you are requested to email us at smartcare@godrej.com , with the following details:

- a) name of the person under whom the relevant product has been registered in our smart-net system;
- b) postal address; and
- c) registered mobile no.;
- d) transaction reference; and
- e) any other information (*if required or notified on the website*).

In the event you require cancellation of your service with us, we request you to email us at smartcare@godrej.com, and we assure you that:

- a) your money, paid in advance, shall be returned to the registered user on a pro-rata basis for the balance period of your service contract; and
- b) such payment will be through a cheque, issued in the name of the user registered against whose name the relevant product has been registered in our smart-net system.

On cancellation of your service contract with us, you will be unable to re-start or opt for our maintenance services for the relevant product such service was cancelled for.

Limitations of Damages

In no event shall Godrej & Boyce Mfg. Co. Ltd. or any of its subsidiaries be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of the site or any linked website, even if Godrej & Boyce Mfg. Co. Ltd. is expressly advised of the possibility of such damages. Godrej & Boyce Mfg. Co. Ltd. will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss

Changes

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This Agreement constitutes the entire agreement between Godrej & Boyce Mfg. Co. Ltd. and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

Governing Law & Jurisdiction

These Terms, and any other document included herein by reference are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Mumbai.