

Terms and Conditions of Use

Last updated on 1st January 2020

Acceptance of Terms

Please read these terms and conditions ("**Terms**") carefully. By using or accessing the *Godrej Smart Care* website at <https://godrejsmartcare.com> (the "**Site**") and any related mobile or other applications, you are agreeing to the terms and conditions set out below.

Eligibility to use the Services

To register with <https://godrejsmartcare.com> you must be eighteen (18) years of age or over and you are able to understand and agree to the terms, conditions, obligations, representations, and warranties set forth in these Terms. If you are a minor i.e. under the age of 18 years, you may use <https://godrejsmartcare.com> only with the involvement of your parent or legal guardian and with their consent.

Additional Terms

In addition, when using the Website or our Services, you will be subject to additional applicable policies such as our [Privacy Policy and our Return Policy](#) and other policies as mentioned on our Website. All such terms are hereby incorporated by reference into these Terms.

Provision of the Services

- You acknowledge and agree that the form and nature of the Site, may require effecting certain changes in it, therefore, we reserve 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.
- You acknowledge and agree that if we disable access to your account, User may be prevented from accessing the Site, your account details or any files or other content, which is contained in your account.
- The content on this Site 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 content or any other material on this Site is at your own risk.
- We reserve the right to charge subscription and/or membership fees from you, by giving reasonable prior notice, in respect of any product, service or any other aspect of the Site anytime in future.
- We may from time to time introduce referral and/or loyalty-based programs for its users (Program). These Program(s) maybe governed by their respective terms and conditions. By participating in the Program, you are bound by the Program terms and conditions as well as these terms. We reserve the right to modify, cancel and discontinue its Program without notice to you.

Third Party Sites

As a convenience to you, we may provide, on this Site, links to web sites operated by other entities. If you use these sites, you will leave the Site. We make no warranty or

representation regarding, and does not endorse, any linked Web sites or the information appearing thereon or any of the products or services described thereon.

Information Provided by You

We respect your privacy. Any personally identifiable information you may provide to us via this Site is protected by the [Privacy](#) associated with this Site. We do not want you to, and you should not, send any confidential or proprietary information to us via the Site. Telephone calls made to and from our Customer Service team are recorded for quality and monitoring purposes. We do not sell, rent or transfer this information to third parties for their marketing purposes unless you agree otherwise.

If you choose to register with us, at the time of your registration you will receive a password. Please keep this secret, as you are entirely responsible to maintain the confidentiality of your password. You are responsible for all orders placed with us or information given to us under your e-mail address in combination with your password. You must immediately notify us of any unauthorized use of your e-mail address and/or password, or any breach of security known to you.

Compliance with Laws

You shall comply with all laws and regulations in India and you will use the Site in compliance with these Terms and applicable law.

Limitations of Damages

We will not be deemed to be in breach of contract or of these Terms as a result of any delay in our performance or failure to perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, fire, flood and other acts of God, strikes, riot, accident, disruption to energy supplies, pandemic, epidemic, lockdowns, civil commotion, acts of terrorism or war, breakdown of equipment, road traffic problems.

In any event whatsoever, our maximum liability arising out of any order for the supply of products to you under this contract will be limited to the remedy as set out in our Refund Policy and in no event more than the retail price of the products contained in that order.

We nor any of our subsidiaries will be liable to any entity for any indirect, special, consequential or other damages that are related to the use of, or the inability to use, the content, materials, and functions of the site or any linked website.

Indemnity and Release

You shall indemnify and hold us harmless 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.

Changes

We reserve the right, to change, modify, add or remove any portion of these Terms. Changes in these Terms will be effective when notice of such change is posted. Your continued use of the Site after any changes to these Terms are posted will be considered acceptance of those changes.

Intellectual Property

Subject to the terms and conditions set forth in these Terms, we authorize you to view and download the information at this Site ("**Materials**") only for your personal, non-commercial use and you must retain on all Material all copyright and other proprietary notices. You shall not modify the Materials in any way or reproduce it. All images shown here have been digitized by us. No other party is authorized to reproduce or republish these digital versions

in any format whatsoever without our prior written permission. The Website and its content are protected by applicable copyright, trademark, unfair competition and other laws and may not be used, copied, distributed, imitated or posted, in whole or in part, except as expressly provided herein. All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this Site shall remain at all times vested in us.

No Warranty

The information contained in the Website is provided on an “as is” and “as available” basis. Company may, in its sole discretion and at any time, discontinue the Website, or any part thereof, with or without notice. We assume no liability or responsibility for any errors or omissions in respect of the Website.

Severability

If any portion of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms shall remain in full force and effect.

Governing Law & Jurisdiction

These Terms 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. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the cause of action arises.

Contact Us

If you have questions or concerns about how these Terms and how they apply to you, you can reach to us at:

Email id - smartcare@godrej.com

Telephone no. - 022-67966605