



## Service Lee Technologies Private Limited TERMS AND CONDITIONS (“AGREEMENT”)

Last updated: May 21<sup>st</sup>, 2018

### 1. Contractual Relationship

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within any country in the world (including the United States and its territories and possessions and Mainland China) of applications, websites, content, products, and services (the “Services”) made available by Service Lee Technologies Private Limited, a private limited liability company incorporated in India under the Companies Act 2013, having its registered office at 1022, 2nd Floor, Building No.: 10, Solitaire Corporate Park, Andheri-Kurla Road, Andheri – East, Mumbai – 400 093, Maharashtra, India and through its subsidiaries and affiliates (collectively and individually known as “Servify”). You or Servify will be called individually as “Party” and collectively as “Parties”.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Servify. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements between you. Servify may immediately terminate these Terms or any Services with respect to you, or generally offer or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with the applicable Services.

Servify's affiliates ("Third Party Providers"). Unless otherwise agreed by Servify in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. ACKNOWLEDGE THAT SERVIFY DOES NOT PROVIDE SALES SERVICES OR PURCHASE SERVICES, REPAIR SERVICES OR LOGISTICS SERVICES; OR FUNCTION AS A SELLER OR A PURCHASER OR REPAIR SERVICE PROVIDER OR LOGISTICS PROVIDER AND THAT ALL SUCH SELLER SERVICES, PURCHASE SERVICES OR REPAIR SERVICES OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY SERVIFY OR ANY OF ITS AFFILIATES. License.

Subject to your compliance with these Terms, Servify grants you a limited, non-exclusive, non-sublicenseable, non-transferrable license to: (i) access and use the Applications on your personal device in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Servify and Servify's licensors.

#### Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Servify; (iii) decompile, reverse engineer or disassemble the Services or link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

#### Provision of the Services.

You acknowledge that portions of the Services may be made available under Servify's various brands or request options associated with sales, purchase, repair or logistics, including the service request brand currently referred to as "Servify," "Servicingly," "Before anyone else," "Suuma," "Zuuma," "Onesumer," "Servumer," "Servify++," "ServifyEXCL," and "ServifyLUXE". You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Servify's subsidiaries and affiliates; or (ii) independent Third Party Providers and their associates, including independent third party sellers, independent third party buyers, independent third party repair service providers and independent third party logistics providers or holders of similar permits, authorizations or licenses.

#### Third Party Services and Content.

The Services may be made available or accessed in connection with third party services, products, and content (including advertising) that Servify may not control directly. You acknowledge that different terms of use, warranty and privacy policies may apply to your use of such third party services, products and content.

## Ownership.

The Services and all rights therein are and shall remain Servify's property or the property of Servify's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or to the Services except for the limited license granted above; or (ii) to use or reference in any manner company names, logos, product and service names, trademarks or services marks or those of Servify's licensors.

## 3. Your Use of the Services

### User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit certain personal information, such as your name, address, mobile phone number, as well as in some cases, at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Servify's termination of these Terms without notice to you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Servify in writing, you may only possess one Account.

### User Requirements and Conduct.

The Service is not available for use by persons under the age of 18 or the age of legal majority in your jurisdiction (if different than 18). You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive Services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no sales of unlawful or hazardous materials or purchase of unlawful services). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity. You also agree and warrant Servify that you will not contract the Third Party Providers of Servify or their associates to obtain any services bypassing Servify. You may not obtain such Third Party Service Provider or associate details through Servify or the Application.

### Text Messaging and Notifications.

By creating an Account, you agree that the Services may send you informational text (SMS) messages and notifications as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Servify at any time by sending an email to [support@servify.tech](mailto:support@servify.tech).

Servify may, in Servify's sole discretion, permit you from time to time to submit, upload, publish or make available to Servify through the Services textual, audio, and/or visual content and information including your device details, personal details or commentary and feedback related to the Services of support requests, and submission of entries for competitions and promotions ("User Content"). All Content provided by you remains your property. However, by providing User Content to Servify, you grant Servify a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sub use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and other exploit in any manner such User Content in all formats and distribution channels now known or here devised (including in connection with the Services and Servify's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content and have all rights, licenses, consents and releases necessary to grant Servify the license to the User Content set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or other making available of such User Content nor Servify's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or right of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Servify in its sole discretion, whether or not such Content may be protected by law. Servify may, but shall not be obligated to, review, monitor, or remove User Content, at Servify's sole discretion and at any time and for any reason, without notice to you.

#### Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring, updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Servify does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 4. Payment

You understand that use of the Services may result in charges to you for the services or goods you obtain from a Third Party Provider ("Charges"). After you have received services or goods obtained through use of the Service, Servify will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in this manner shall be considered the same as payment made directly by you to the Third Party Provider. Payment will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Servify.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Servify does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Servify (on Servify's website, in the Application, or in Servify's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments made for services or goods provided is not intended to suggest that Servify provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that you are free to provide additional payment as a gratuity to any Third Party Provider who provides services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

## **5. Disclaimers; Limitation of Liability; Indemnity.**

### **DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SERVIFY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET FORTH IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SERVIFY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SERVIFY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY.**

SERVIFY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF SERVIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVIFY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVIFY SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND SERVIFY'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT INDEPENDENT THIRD PARTY PROVIDERS PROVIDING SERVICES PURCHASE OR REPAIR OR LOGISTICS SERVICES REQUESTED THROUGH SOME REQUEST BRAND OR OFFER SERVICES WITHOUT BRAND AUTHORIZATION AND MAY NOT BE PROFESSIONALLY LICENSED.

You agree to indemnify and hold Servify and its officers, directors, employees and agents harmless and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Servify's use of your User Content; or (iv) your infringement of the rights of any third party, including Third Party Providers.

## 6. Governing Law; Arbitration.

Except as otherwise set forth in these Terms, this Agreement shall be governed and interpreted by the substantive laws of India and, subject to the arbitration agreement, the courts of Mumbai shall have exclusive jurisdiction. Both Parties hereby irrevocably agree that any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Agreement or these Terms, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first sought to be settled by mutual discussions between you and Servify, pursuant to a written notice sent by the Party claiming that a Dispute has arisen to the other Party involved in the Dispute. The notice shall contain the details of the Dispute. In the event that the Dispute cannot be settled by mutual discussions between the Parties within a period of 60 (Sixty) Business Days from the receipt of the notice by the other Party involved in the Dispute, the one sending the notice may commence arbitration proceedings under the (Indian) Arbitration and Conciliation Act, 1996 ("Arbitration Act"). Each Party shall be entitled to appoint (1) one arbitrator and the two appointed arbitrators shall mutually appoint a third person to act as the presiding arbitrator ("Tribunal"). The venue of arbitration shall be in Mumbai. The language to be used in the arbitral proceedings shall be English. Any award made by the arbitrators shall be final and binding on both the Parties. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the Parties, correspondence from and to the arbitrators, correspondence from the mediator, and correspondence, orders and awards issued by the Tribunal, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent of the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally to be bound by the confidentiality obligation stipulated herein.

## 7. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Servify's designated agent. Please visit Servify's page at [servify.tech/](https://servify.tech/) for the designated address and additional information.

Notice.

Servify may give notice by means of a general notice on the Services, notification within the Application, or by electronic mail to your Account, electronic mail to your email address in your Account, or by written communication to your address as set forth in your Account. You may give notice to Servify by written communication to Servify's address at 1022, 2nd Floor, Building No.: 10, Solitaire Corporate Park, Andheri-Kurla Road, West - East, Mumbai – 400 093, Maharashtra, India.

Servify's vision is to be the platform that brings together all eco-system partners to deliver consumer happiness through great after-sales service.

1022, Building 10, Second Floor,  
Solitaire Corporate Park,  
Andheri East, Mumbai - 400 093, India  
Contact us: [support@servify.tech](mailto:support@servify.tech)

## Legal

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[Responsible Disclosure Policy](#)

[ACAB Policy](#)

[Whistleblower Policy](#)

[Third Party COC](#)

[Reseller T&Cs](#)

[Terms & Conditions](#)

## Menu

[Home](#)

[What we do](#)

[Who we are](#)

[Blog](#)

[Careers](#)

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