

# Terms and Conditions of Use

## 1 Introduction

1.1 By accessing this website and using the services related to the Website, You agree to be bound by the following “terms and conditions.” If you do not wish to be bound by these Terms, You may not access the Website or use the Service and You should leave the Website immediately. If you have any questions or comments about the Terms or the Service, please contact us by e-mail at [mbhelpers@gmail.com](mailto:mbhelpers@gmail.com).

1.2 We reserve the right to change these Terms at any time and you should check the Terms on the Website regularly. You can always find the latest version of the Terms posted on the Website. Your use of the Website constitutes acceptance of the Terms as they are at the time of use. If you breach any of these Terms We may immediately terminate this agreement.

## 2 Definitions

2.1 "You" means you; the user of the Service and "Your" is interpreted accordingly. "Smart World Infotech", "We" and "Us" mean “Smart World Infotech”, Near Tajpur Chownk, Raikot Distt. Ludhiana, Punjab-141109, India. And “OUR” is interpreted accordingly. “Paying Customer” means a customer who is required by us to pay to use this service.

## 3 Account Registration

3.1 You agree that you satisfy any stated minimum age requirements required to hold an account with us.

3.2 You agree to provide us with full and accurate personal details including your full name and a valid e-mail address and all other information that we may request from you from time to time in order to complete the registration process and to update your account details ("Account Data"). You agree to notify us immediately if any of Your Account Data changes. This is important as we may provide notice to you under this agreement based on the contact information you provide.

3.3 The Account Data will enable us to provide you with access to all parts of the Website and to supply the Service to You. We will keep a copy for our records.

3.4 To use the Service you need to register an account. To register, you need to create a username. Your username is personal to you and you will ensure that no one else has access to it or uses it. If your account permits you to create multiple usernames, you will make sure that a separate username is allocated to each individual user. Your use of the Service is subject to the particular plan for which you have registered as set out on the Website.

3.5 You will only register an account to use the Service if you are an individual or a legal entity. Accounts may not, for example, be registered by or to internet bots/robots or other automated entities.

3.6 You will keep your password and other log-in details confidential and take all steps necessary to keep your account secure.

3.7 If at any time you become aware of any actual or suspected unauthorized use of Your username or password or the security of Your account may be compromised, You will notify Us immediately.

3.8 You will be responsible for any loss or damage whatsoever caused by any failure by you, either directly or indirectly, to comply with Clauses 3.6 and/or 3.7.

3.9 We may change your account details at any time and without notice in the interests of maintaining the security of your account and/or the Service.

## **4 General Terms**

4.1 By accepting these terms you agree and acknowledge that:

4.1.1 You use the Service entirely at your own risk;

4.1.2 You are responsible for all content posted and activity occurring on your account even if posted or arising as a result of third parties;

4.1.3 You will not (and will not permit others to) copy, reproduce, duplicate, publish, sell or resell, assign, license or exploit any part of the Service;

4.1.4 You will not (and will not permit others to) use the Service for any illegal or unauthorized purpose.

4.1.5 You will not upload, post, host or transmit or seek to receive unsolicited e-mail or spam messages to the Service;

4.1.6 You will not transmit worms, viruses or any other code of a destructive nature to the Service;

4.1.7 You will not block any advertisements from appearing on the Website;

4.1.8 We will only provide technical support to Paying Customers;

4.1.9 We may contract with or otherwise use third parties of our choice to provide any necessary technology we require to provide the Service;

4.1.10 The technical processing and transmission of the Service including Your data may be transferred unencrypted by Us and may involve transmissions over various networks and changes necessary to conform with and adapt to the technical requirements of connecting networks and/or devices.

4.1.11 If you change your account, such that You receive a reduced Service this may cause a loss of content (including Your data), features or capacity of Your account.

4.1.12 We may cancel Your account and/or edit, move, destroy or remove any content (including Your data) from the Website, either temporarily or permanently, at any time, with or without notice if We believe in Our sole discretion that such content may potentially violate these Terms, be irrelevant, out-of-date, inappropriate, offensive, threatening, libelous, defamatory, pornographic, obscene, unlawful or objectionable in any way;

4.1.13 We may suspend the e-mail and sms functionality of the Service if at any time any e-mail and sms account provided to you as part of the Service is used unreasonably, including, without limitation any excessive storage of spam or junk e-mails, sending spam emails and sms or sending sms on dnd numbers . Any suspension shall continue until the situation has been resolved to our satisfaction.

4.1.14 We may modify or discontinue the Service to You, either temporarily or permanently, at any time and either with or without notice;

## **5 Application Program Interface**

5.1 Subject to the restrictions contained in these Terms and subject to the fact that We reserve the right to discontinue or modify such access at any time, You may access Your account via an Application Programming Interface (API). If You do so, these Terms will also apply to the use of the API. For the avoidance of doubt, this includes but is not limited to any use of the API through a third party product.

5.2 We may temporarily suspend or permanently deny access from the API to Your account if, in Our sole discretion, We consider that You have excessively used or abused Your use of the API in any other way.

## **6 Data Protection and Privacy**

6.1 We agree to process your personal data in accordance with the Data Protection Act 1998 and comply with our obligations under the Data Protection Act 1998.

6.2 You are entitled to see the information we hold about you and you may ask us to make any necessary changes to ensure that this information is accurate and up-to-date. If you wish to do this, please send us a request by e-mail.

6.3 We shall keep Your personal data confidential unless otherwise provided for in these Terms and in particular subject to the exceptions set out in this Clause 6, We shall not disclose Your personal data to any third parties, use, share, sell or distribute any of the information You provide Us with without Your consent unless We consider it necessary to do so to meet Our legal obligations.

6.4 We may view, analyze and, in an anonymous and/or aggregated form only, publish limited material derived from Your uploaded data and Account Data, as well as traffic/usage data to administer, support, promote, improve and develop the Service or for any other purpose.

6.5 We may access your account and view your uploaded data at any time provided it is for a proper purpose. We may use your data to allow us to maintain the proper provision of the Service and to meet our legal obligations.

6.6 If we enter into a joint venture or our business is sold to or merged with another business entity, your information may be disclosed to Our new business partners or owners.

6.7 We are not responsible for the privacy and data protection practices of third party websites which may be accessed through links contained on the Website. You should refer to the privacy policies of such third parties.

## **7 Intellectual property rights**

7.1 We either own or are licensed to use all intellectual property necessary to provide the Service and the technical infrastructure relating to it. However, we do not own the intellectual property rights in your data or third party content which you upload to your account.

7.2 We are not responsible for the infringement of your intellectual property rights by any third parties arising from your use of the Service.

7.3 You are responsible for any data posted or uploaded. You agree to indemnify us and keep indemnified Us, Our employees, agents, officers and customers harmless from any claim or demand, including reasonable legal fees, made by any third party as a result of or arising out of data you post or upload to the Service infringing the intellectual property of third parties.

7.4 If You set Your pages so that they are able to be shared publicly with others, You are deemed to have voluntarily disclosed Your data either on those pages or accessed by those pages to the world and any subsequent use and/or sharing of such data by Us or by other third parties will not of itself constitute an infringement of Your intellectual property rights or a breach of confidentiality.

## **8 Payment**

8.1 Upon request, You will provide Us with a valid debit or credit card number and details for payment. All card payments are subject to validation checks and authorization of the issuer.

8.2 We are entitled to withdraw the Service and/or cancel Your account immediately and without notice if the issuer of Your registered debit or credit card fails to authorize payment to Us. We will make reasonable efforts to give You prior warning of any such withdrawal and/or cancellation.

8.3 The sms or email rates are variable, as this depends upon sms and email providers and govt. rules (like TRAI). So, we may change these charges anytime within current service plan or after completion of service times according to conditions arise.

8.4 To cancel Your account, You must log in to your account on our Website and follow the cancellation instructions. You cannot cancel Your account by e-mail or by any other method.

8.5 If You have provided Us with debit or credit card details, We have the right at any time to charge all relevant monthly payments and any other applicable charges which You owe Us to Your registered card without further notice. If Your service plan is changed, We may also make arrangements to charge the new rates to Your registered debit or credit card without giving You further notice.

8.6 Following the first payment being charged to your registered debit or credit card, We may invoice You monthly in advance to use the Service.

8.7 All payments made for the Service are non-refundable. Subject to clause 8.8 below, We will not give refunds or credits for partial months of Service use, upgrade or downgrade refunds or if there is an open account, give refunds for any months unused.

8.8 Notwithstanding clause 8.7 above, if the Service is persistently unavailable to You or significantly interrupted at any time and We consider in Our sole discretion that We are responsible for any such persistent unavailability or significant interruption, We may agree to reimburse You pro rata per each half day (12 hours) of persistent unavailability or significant interruption provided that You notify Us of the problem by e-mail at the earliest opportunity. Any relevant amount to be reimbursed shall be set off against Your next monthly payment.

8.9 Subscription fees and all other payments are exclusive of VAT and all other applicable taxes. You are wholly responsible for the payment of any such sums.

8.10 We have the right to alter the price You pay for the Service (excluded sms and email sending charges which is considered as clause 8.3) and/or all other terms of Your account in any way upon 30 days notice from Us by e-mail and/or on the Website at any time. Upon any such notice, You are deemed to accept the revised price and/or new terms.

## **9 Cancellation and Termination**

9.1 To request the cancellation of Your account, You must click on the Account link in the global navigation bar at the top of this screen and follow the instructions that are given. You cannot cancel Your account by e-mail or any other means. If You experience persistent difficulty in trying to cancel Your account via the account link, You should email Us immediately at [mbhepers@gmail.com](mailto:mbhepers@gmail.com) so that We may rectify any technical problem. Unless We notify You otherwise, such notice by e-mail will not automatically cancel Your account.

9.2 On cancellation under Clause 9.1 or other termination of this agreement between You and Us, Your right to use the Service will cease automatically with immediate effect and without notice and We may delete all of Your data from Your account immediately. With immediate effect You will be denied access to Your account and to the Service and will have no right to view or recover any data from Your account. We are not responsible whatsoever for any consequences arising either directly or indirectly from any such deletion or destruction by Us of Your data or other content from Your account.

9.3 If You are in breach of these Terms We may suspend or cancel Your account and/or prevent Your access, present and future, to Your account and/or the Service at any time and for any reason, without notice and with immediate effect. Such cancellation may result in the deactivation of Your account and may result in the deletion of the content (including Your data) of Your account.

9.4 We reserve the right to refuse to offer the Service to You or to any other user for any reason at any time.

9.5 We may terminate this agreement with You by e-mail at any time without notice.

## **10 Indemnity**

10.1 You agree to indemnify and keep indemnified Us, Our employees, agents, officers and customers from any claim or demand, including reasonable legal fees, made by any



third party as a result of or arising out of Your use of the Service or and breach or potential breach by You of these Terms.

## **11 Limitation of Liability and exclusion of warranties**

11.1 Notwithstanding any other provisions in these Terms, nothing in these Terms shall exclude or limit either party's liability for the following:

11.1.1 death or personal injury resulting from negligence;

11.1.2 fraud or statements made fraudulently;

11.1.3 any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

11.2 Save as provided in Clause 11.1, We shall not be liable for:

11.2.1 any loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, loss of anticipated savings, indirect loss or consequential loss whatsoever and howsoever caused (even if caused by Our negligence and/or breach of contract and even if We were advised that such loss would probably result);

11.2.2 any loss or corruption of Your data arising directly or indirectly as a result of You using the Service;

11.2.3 any third party content (or the effect thereof) to which You may be exposed by Your use of the Service; and/or

11.2.4 any losses and/or damage arising directly or indirectly as a result of any API or third party products which access data by way of the API.

11.3 Save as provided in Clause 11.1, Our total liability for any claims, losses, damages or expenses whatsoever and howsoever caused (even if caused by Our negligence and/or breach of contract) shall be limited for each event or series of linked events in relation to liability arising out of a breach or negligence in connection with this agreement to a

maximum sum equal to the total charges actually paid by You to Us under these Terms, or \$100 whichever is the greater.

11.4 Due to the intrinsic nature of the Internet and telecommunications services, We cannot guarantee that the Service, Website or the websites to which it is linked will always be available to users and/or will be secure.

11.5 The Website is made available strictly on the basis that the user accepts it on an "as is" and "as available" basis.

11.6 You will ensure You have appropriate protection against viruses and all other security arrangements in place whilst using the Internet.

11.7 Although every reasonable effort has been made to ensure that the information on the Website is accurate, it is subject to variation at any time without notice and We give no warranty whatsoever that any such information will be accurate, complete or up-to-date at any particular time or at all.

11.8 Where You rely on any information or other material contained on the Website, You do so entirely at Your own risk and You accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of this Website are excluded to the fullest extent permitted by law.

## **12 General**

12.1 The Website has been designed and these Terms shall be governed by and construed in accordance with English law. Any dispute arising out of the accessing or use of this Website shall be subject to the jurisdiction of the English courts.

12.2 Save for Clauses 7.3 and 10.1, You and We agree that nothing in this Agreement shall be construed as conferring any benefit on a third party and accordingly the Contract (Rights of Third Parties) Act 1999 is hereby expressly excluded from applying to this Agreement.

12.3 Any failure or delay by You or Us in the performance of our obligations pursuant to these Terms which is due to a force majeure event will not be deemed a default of these Terms or a ground for termination.

## **13 Contact**

13.1 All comments, queries, requests or complaints You may have relating to the Service are welcomed and should be sent by e-mail to [mbhelpers@gmail.com](mailto:mbhelpers@gmail.com). But it is not mandatory that everything you comment, request or complaints will be entertained or fulfilled, it fully depends on us what to do.