

Terms of Use of Bajaj Smart Platform of Bajaj Electricals Limited

Welcome to Bajaj Smart !

These Terms of Use (“**Terms**”) relate to and detail out the terms of use of the Bajaj Smart Platform application made available to you (“**You**” or “**User**”) by Bajaj Electricals Limited having its registered office at 45/47, Veer Nariman Road, Mumbai 400 001 and corporate office at Rustomjee Aspiree, Bhanu Shankar Yagnik Marg, Off. Eastern Express Highway, Sion (East), Mumbai – 400022 (“**BEL**”) by the use of Licensed Software (as defined below) installed in the Application. It includes through reference the Privacy Policy of the Application.

These terms are a legally binding contract, equivalent to a signed, written contract, between you and BEL. By clicking “**I accept**”, you accept all the terms and conditions of this agreement. If you select cancel or otherwise do not accept the terms and conditions of this agreement you will not be permitted to access the Application.

DEFINITIONS OF TERMS

- “**Application**” shall mean “**Bajaj Smart**” application as may be downloaded from the Platform.
- “**Compatible Devices/Devices**” shall mean any device including mobile phones, laptops, tablets, any authorized terminals of BEL which can support the functioning of the Application.
- “**Licensed Software**” refers to software which is either owned by BEL or third-party suppliers and includes upgrades, updates, enhancements and push notifications provided from time to time and installed in the Application for the functioning of the Application.
- “**Platform**” refers to any store/application from where the Application can be downloaded including but not limited to Apple Store, play store etc.
- “**Services**” refer to services provided for the Users by BEL by allowing access and use of the Application. The User can use such services on their Compatible Devices mobile terminal by downloading and using the Application with the Licensed Software.
- “**User**” refers to the person using the Application and the Licensed Software as installed in the Application.

SERVICES

- BEL, through the Application offers the User an intelligent life equipment management services, based on which the User can access the intelligent terminal on the relevant cloud platform as used by BEL, through the control system as provided in the Application. The User may access the features in the Application including but not limited to intelligent equipment management, scene interlinkage and analysis report, etc. Such features may be optimized or modified to the extent incorporated in the Application and supported by the Licensed Software.
- The rights of ownership and operation of the Application, Licensed Software and Services are vested in BEL or third-party suppliers. All rights not expressly granted to you in these Terms are retained by BEL or third parties, as the case may be. For the sake of clarity, the Application and the Licensed Software is licensed, not sold.
- The right to make changes, modifications, alterations and translation of the Application and the Licensed Software to a different language is restricted to BEL. BEL reserves the right to make changes to the Application, withdraw the Application or to charge the User for its services, at any time, without any obligation towards the User.
- BEL uses data collection devices such as “**Cookies**” on Application to help analyze the Application flow, measure promotional effectiveness, and promote trust and safety. “**Cookies**” are small files placed on User hard drive that assists BEL in providing the Services. BEL may also use Cookies to allow the User to enter your password less frequently during a session. Cookies can also help BEL to provide information that is targeted to the User’s interests. The User is always free to decline our cookies if User’s browser/app permits, although in that case the User may not be able to use certain features on the Application.
- BEL may also collect data using Application and/or the Licensed Software, as set out in the privacy policy available at along with these Terms. By installing, accessing or using the Application and/or the Licensed Software you explicitly agree with the terms and conditions

of BEL's Privacy Policy and to any terms and conditions included therein by reference. To provide updates, you agree that BEL or its authorized representative may collect and use technical information gathered as part of the product support services related to the Application and/or the Licensed Software provided to you, if any and BEL may use this information solely to improve their products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

- If you opt in to diagnostic and usage collection, BEL and its affiliates may collect, maintain, process and use diagnostic, technical and usage related information, that is gathered to provide and improve products and services, facilitate the provision of software updates, Application and/or the Licensed Software support and other services to you, if any, related to the Application and/or the Licensed Software, and to verify compliance with the terms of these Terms. BEL may use this information for the purposes described above and in accordance with its Privacy Policy as described in the Privacy Policy, BEL and its representatives, licensees and third party developers may provide certain services that rely upon location information, such as your device's GPS signal or information about nearby Wi-Fi access points and cell towers that may be transmitted to us, with your consent, when you use such location enabled services.

GRANT OF LICENSE

- BEL hereby grants the User with the limited, non-assignable, non-transferable, and non-exclusive, revocable license for the territory of India to use the Application based on the Licensed Software, subject to the compliance of these Terms and any instructions related to the use of the Application, as may be instructed from BEL from time to time. The scope of the license may vary for paid and unpaid use of the Application by the Users. BEL, at its sole discretion may decide the scope of grant of such license.
- The term of your license under these Terms shall commence on the date that you accept these Terms and install the Application on the Device.
- The Application along with the Licensed Software is being licensed to you and you hereby acknowledge that no title or ownership in the Application and/or the Licensed Software is being transferred or assigned and these Terms shall not to be construed as a sale of any rights in the Application and/or the Licensed Software.
- For any of part of the Application and/or the Licensed Software, owned by third party suppliers, the use of such software including the grant of the license in such third-party software updates shall be governed by their individual end user license agreements.
- The User shall not license, sell, lease, transfer, issue the Application/Licensed Software in any form, or use it for commercial purposes. The Application is intended solely for non-commercial and personal use of User. BEL does not grant the right to allow the User to access and use the Application for any business and illegal purposes.
- The User shall not copy, alter or modify any data stored within the Application or produce derivatives of the Application, trademarks used and/or registered by BEL. The Application and all trademarks, service marks, database rights, source code and other intellectual property rights related to it, belong to BEL and in no manner deemed to be transferred to the User, except for the limited license to use the Application as provided hereinunder.
- The User shall not or enable/authorize/permit others to copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms of the Application and/or the Licensed Software or modify or disable any features of the Application and/or the Licensed Software or create derivative works based on the aforesaid. The license shall immediately terminate if the User attempts to circumvent any technical protection measures used in connection with the Application and/or the Licensed Software in breach of the terms of these Terms. The User may not transfer these Terms or the rights to the Application and/or the Licensed Software granted herein to any third party.
- Notwithstanding anything to the contrary BEL is not responsible for any Application and/or the Licensed Software that fails to download/install on the User's Device, or is downloaded/installed incorrectly and/or that the User unable to use or access at any time for any reason whatsoever.

USER'S COVENANTS AND UNDERTAKINGS

- The User agrees that due to technical limitations, the Users can only use the Application in the Compatible Devices. If the User installs the Application on any device other than the Compatible Devices, it may damage the User's device's hardware or software function. BEL

shall not be responsible or liable for any costs, expenses or losses incurred by the User if the Application is not used as mentioned herein.

- The User hereby acknowledges that the Application can only be used for non-commercial purpose and installation, application and use of the Application is prohibited. If such commercial operation is necessary, prior written authorization and permission from BEL shall be obtained in writing. The decision of BEL in this respect shall be final and binding upon the User.
- The User agrees that BEL may change, replace, modify, upgrade or transfer the Licensed Software/Application or relevant functions/features from time to time, and may add new functions or features in the Licensed Software/Application including the right to charge for these modifications, upgradations etc. ("**Updated Systems**"). If no separate terms of use are accompanied with the aforesaid Updated Systems, these Terms shall govern the Updated Systems till the time new terms of use for the Updated Systems is notified. At all times, User's consent is required before any charges are to be collected for any Updated Systems.
- The User agrees that they shall be solely responsible for the accuracy, reliability, integrity and legality of any data/material that they may input in the Application while using the Services. The User shall be solely responsible for any such data uploaded on the Application and legality of the way in which such data was obtained. The User shall bear all risks for damage and loss of such information, if not backed up properly as required. The User shall, in no event, hold BEL responsible for any non-accuracy, non-legality of the data that the User inputs in the Application. The User shall indemnify and hold harmless BEL, its associates, directors, employees, representatives for any and all legal claims, claims, losses, costs, damages arising out of the User's acts/usage/omission of the Licensed Software/Application, including but not limited to the breach of third party rights on the data as may be inputted in the Application by the User.
- The User shall be solely responsible to keep their account number, login id and password safe and private. In case of any safety loophole for the User's account (including but not limited to divulgence of User password), the User shall notify BEL in time, and BEL may assist the User in taking relevant measures. Otherwise, all behaviors and liabilities related to the User's account shall be assumed and be the sole responsibility of the User. Any losses, costs incurred by the User due to misplaced password/unauthorized access to the User's account, shall be the sole responsibility of the User and BEL will in no manner be responsible for the same or to reimburse any costs related to the same or be a party to any such claims.
- The User agrees to receive notifications including but not limited to push notifications, upgradation notifications and scheduled downtime notifications
- Some features of the Application and the Licensed Software may require the User's Device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. Unless the User's Device is connected to the internet through Wi-fi connection, the Application and/or the Software will access the internet through the User's mobile network, which may result in additional charges as per the User's network service provider.
- Third Party Applications- Certain third-party applications or services may be included with or downloaded to the User's Device. Such third party applications or services may display, include or make available content, data, information, applications or materials from third parties ('**Third Party Materials**') or provide links to certain third party websites. By using the Application and the Licensed Software, the User acknowledges and agrees that BEL is not responsible for the availability of such applications and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such applications, in any manner whatsoever. The User expressly acknowledges and agrees that use of third party applications is at the User's sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with the User. The User agrees to abide by all terms, conditions, restrictions in connection with the Third Party Materials, as may be prescribed by such third parties, from time to time, without any recourse to BEL.
- The User understands that by using the Application and/or the Licensed Software, the User may encounter material that they may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. The User agrees to use the Application and/or the Licensed Software at their sole risk and BEL shall have no liability to the User for material that may be found to be offensive, indecent, or objectionable. Product types and descriptions are provided for convenience, and the User agrees that BEL does not guarantee their accuracy.

SERVICE APPLICATION STANDARD

- The User agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Application and the Licensed

Software in any manner, and the User shall not exploit the Application and the Licensed Software in any unauthorized way whatsoever, including but not limited to, using the Application and the Licensed Software to transmit any computer viruses, worms, Trojan horses or other malware, or by trespassing or burdening network capacity.

- The User is not permitted to collate, harvest and/or collect any personal data from the Application and the Licensed Software.
- The User further agrees not to use the Application and the Licensed Software in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party and/or for any illegal purposes, and that BEL is not in any way responsible for any such use by the User, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that the User may receive as a result of using any of the Services.
- The User may not remove any watermarks, labels or other legal or proprietary notices included in the Application and the Licensed Software, and the User may not attempt to modify the Application and the Licensed Software, including any modification for the purpose of disguising or changing any indications of the ownership or source of such Application and the Licensed Software. The User acknowledges and agrees that the use of any third-party application is governed by such third party application provider's terms of use, license agreement, privacy policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to such third-party application provider, will be subject to such third party application provider's privacy policy, if such a policy exists.
- The User shall not maliciously use the Application and the Licensed Software in an automatic way, causing overload to the server, or interfere with or damage web server and network links in other forms.
- The User shall not attempt to visit server data or communication data of the Application and the Licensed Software without authorization;
- The User shall not interfere with or damage the Application and the Licensed Software by other users.
- The User shall be solely responsible for obtaining any permissions, consents, or authorizations under the applicable laws pursuant to any embedding of the Application and the Licensed Software.
- BEL disclaims any responsibility for any disclosure of information or any other practices of any third-party application provider. BEL expressly disclaims any warranty regarding whether the User's personal information is captured by any third-party application provider or the use to which such personal information may be put by such third-party application provider.
- The User hereby represents, warrants and undertakes to BEL that (i) The User shall use the Application and the Licensed Software strictly in compliance with applicable laws; (ii) The User shall not infringe any copyright, trademark, or patent or misappropriate any trade secret; (iii) The User shall not use the Application and the Licensed Software for any deceptive, defamatory, obscene, pornographic or unlawful purposes; (iv) The User shall not introduce any viruses, worms or other malicious computer programming codes into the Application and the Licensed Software or Third Party Materials; and (v) The User shall not otherwise violate the rights of a third party.
- The Application and the Licensed Software may offer interactive features that allow you to submit materials (including links to third-party content) which may be accessible and viewable by other users and the public. The User agrees that any use by you of such features, including any materials submitted by the User, shall be their sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. The User agrees to provide accurate and complete information in connection with your submission of any materials. The User hereby grant BEL a worldwide, royalty-free, nonexclusive license to use such materials as part of the Application and the Licensed Software or in relation to the Application and the Licensed Software, without any compensation or obligation to the User. BEL reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability.
- BEL has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Application and the Licensed Software to investigate any reported or apparent violation of these Terms, and to take any action that BEL in its sole discretion deems appropriate, including, without limitation, termination hereunder.

The User understands and agrees that:

- BEL will determine, at its sole discretion, whether or not the User are involved in violation of standards above and suspend or terminate the User's license to use the Application/Licensed Software according to determination results or take other restrictions according to

these Terms.

- BEL will directly delete information in breach of laws, or infringing others' legal rights, or in breach of the Agreement issued by the User when using the Licensed software, without any prior intimation of the same.
- If a third party suffers from damage due to the User's breach of application standards or the Terms, the User shall independently bear legal responsibility in their name, and protect and indemnify BEL, its affiliates, associates, representatives, employees, etc. from any and all claims, damages, costs, losses or additional expenses generated therefrom.
- If BEL suffers from any loss due to the User's breach of relevant laws or these Terms, the User shall protect and indemnify BEL, its directors, affiliates, associates, representatives, employees, etc. from any and all claims, damages, costs, losses or additional expenses generated therefrom.
- The User shall specifically indemnify and hold harmless BEL, its directors, affiliates, associates, representatives, employees, etc. against any claim, action, suit or proceeding brought or threatened against us which is caused due to:
 - User's use of Services;
 - User's use of Application and/or the License Software;
 - Any other party's use of Services and/or Application using User's account; and;
 - Breach of Terms by User's.

INFORMATION CONTENT STANDARD

- The User must not (but not limited to):
 - Upload, transfer or sharing of information and any use of the Application/Services including but not limited to any of the following will be considered as a breach to these Terms:
 - Opposing the basic principles determined in the Constitution of India;
 - Endangering state safety, disclosing state secret, subverting State power and sabotaging state unity;
 - Damaging state honor and benefit;
 - Inciting national hatred and discrimination and sabotaging national unity;
 - Destroying religious policy of the state and advocating heresy and feudalistic superstition;
 - Spreading rumors, disturbing social order and destroying social stability;
 - Spreading obscenity, porn, gambling, violence, murder and terror or abetting a crime;
 - Insulting or slandering others and infringing on the legal rights and interests of others;
 - Containing contents of sham, fraud, harm, threat, infringement to others' privacy, harassment, infringement, slander, coarseness, indecency, or morally repulsive contents;
 - To send or receive material which may hurt public order or morality;
 - Containing other contents restricted or forbidden by applicable laws, regulations, rules, provisions and other legal standard;
 - To send or receive any file or program which may be harmful to Application or other system;
 - To send or receive any confidential information which has been obtained without proper license and approvals;
 - To access data not intended for you by illegally accessing the server and/or network;
 - Hack the Application; and
 - Indulge into activities that may hamper or restrict the access and usage of Application by any other customer;
 - is misleading in any way;
 - involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;

- any other manner that is in violation of any applicable laws or third-party rights.
- BEL reserves the right, but has no obligation, to monitor the materials posted on the Application. BEL shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms.

PRIVACY POLICY AND DATA PROTECTION

- It is crucial for BEL to protect the User’s personal information. BEL has a Privacy Policy of the Application, in which contents related to ownership and protection of intellectual property, collection, use, share, storage and protection, etc. of the User’s information have been disclosed. The Users are suggested to thoroughly read Privacy Policy of the Application which can be accessed along with the Terms of Use on the Application.
- By submitting the data for account registration on the Application /downloading the Application, the User represents that he/she is the owner of the data and have the proper understanding and authorization to provide such data. The User agrees and understands that the User is communicating with BEL through electronic records and the User consents to receive communications via electronic records from BEL periodically and as and when required. BEL may communicate with you by email or by such other mode of communication, electronic or otherwise.

DISCLAIMER AND LIMITATION OF LIABILITY

- Unless separately stated in a written express limited warranty accompanying Application and/or the Licensed Software provided by BEL with this Application and/or the Licensed Software (whether included with the device, downloaded, or otherwise obtained) and the Device is provided “as is” and on an “as available” basis, without warranties of any kind from BEL or any of its affiliates, either express or implied. To the fullest extent possible pursuant to applicable law, BEL disclaims all warranties express, implied, or statutory, including, but not limited to, implied warranties of merchantability, satisfactory quality or workmanlike effort, fitness for a particular purpose, compatibility with the device, reliability or availability, accuracy, lack of viruses, quiet enjoyment, non-infringement of third party rights or other violation of rights. Some jurisdictions do not allow exclusions or limitations of implied warranties, so the above exclusions or limitations may not apply to the User. No advice or information, whether oral or written, obtained by the User from BEL or its affiliates shall be deemed to alter this disclaimer by BEL of warranty regarding software, or to create any warranty of any sort from BEL. The User expressly acknowledges and agrees that, to the extent permitted by applicable law, use of the Licensed Software and any Services performed by or accessed through the Application is at the User’s sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the User.
- IN NO CASE SHALL BEL, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE APPLICATION, LICENSED SOFTWARE AND/OR THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE APPLICATION, LICENSED SOFTWARE AND/OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS APPLICATION OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY. WHERE THE LAWS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, BEL’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, BEL’S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE APPLICATION, LICENSED SOFTWARE AND/OR THE SERVICES OR ANY OTHER PROVISION OF THESE TERMS, SHALL NOT EXCEED THE AMOUNT OF INR 1000/-. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE YOUR RIGHT TO SUE, OR RECOVER ANY DAMAGES FROM BEL, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, PRINCIPALS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO APPLICATION

AND/OR THE LICENSED SOFTWARE OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF BEL'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION ABOVE APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THESE TERMS.

- Unless otherwise specified in laws and regulations, BEL will do its best to ensure the security, validity, accuracy and reliability of the Licensed Software / Application and technologies and information involved, but BEL is no manner providing any guarantee for the same.
- The User understands that BEL will not assume responsibility for direct or indirect losses caused due to force majeure events and default of a third party in relation to the delay in Services or any other errors whatsoever.
- The User shall be responsible for personal, incidental or indirectly injury caused by or related to one of the following accidents: 1) A third party uses the Application or changes the User's data without permission; 2) Expenses and losses produced by using the Application; 3) The User's misunderstanding, mishandling or misuse of the Application; 4) Other losses related to Licensed Software/Application caused by reasons not attributable to BEL.
- Any other derivative work based on the Licensed Software, not developed and released by BEL or the development and release are not granted by BEL will be deemed to be illegal. Downloading, installing and using any such illegal software may cause unpredictable risks. BEL shall be free from legal responsibilities and disputes generated therein and BEL shall have the right to suspend or terminate license for the use of the Application and/or other all Services.
- The User is informed that the usage of Application involves an active Internet service with proper bandwidth, which may be affected by unstable factors in all links. Although BEL has taken safeguard measures, the Services may be suspended, terminated, delayed, interrupted, suffered due to inherent defects of Internet and e-communication as well as factors beyond reasonable control of BEL like force majeure events (including but not limited to fire, flood, terrorist attack, pestilence, pandemic natural disasters, riot, terminal virus, hacker attack, network fault and terminal fault). The User hereby agrees to bear foregoing risks and agrees that BEL is free from any responsibility when normal running of services is influenced by the occurrence of foregoing risks/events.
- BEL shall not be responsible for any technical errors in the Licensed Software and/or the non-working of the Application due to reasons attributable to the User or any third party other than BEL.
- BEL makes no representation or warranty, express or implied, that information and materials on the Application are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. The Application is provided on "as is" basis without warranty of any kind.
- The Application is independent of any Platform on which it is located. The Application is not in any way associated and/or affiliated and/or linked to any Platform and mobile operators. The terms and conditions of the Application is to be treated separately from these Terms governing the Application.
- The Application, like most other applications, may be affected by differences in factors including but not limited to the User, network service quality and social environment, and may also be subject to intrusion from various security problems, such as the usage of User data by others that creates a disturbance in real life; other Application downloaded and installed by the User or other websites visited by the User contain "Trojan horses" and other viruses that threaten the security of the User's terminal device information and data and then affect the normal use of the Application. The User shall strengthen data security and consciousness of protecting User information and must strengthen password protection to prevent losses and disturbance.

TERMINATION AND BREACH OF TERMS

- BEL reserves the right to terminate the license as granted under these Terms if the User is in breach of the Terms or for any other reasons that cause any prejudice to BEL, at its sole discretion.
- In the event of contravention of these Terms by the User or anyone authorized by the User, BEL may suspend such User's access and/or usage of the Application. The restoration of suspension of the User's access and/or usage of Application shall be dependent on sole discretion of BEL.

- In case of the User's breach of the Terms, BEL shall have the right to notify the related companies, requiring them to take restrictive measures to the User's rights and interests, including requiring related companies to suspend or terminate supplying part or whole access of the Application for such User, and legally announce the User's breach of these Terms on websites run or actually controlled by them.
- The Licensed Software is downloaded from the Platform and the User shall abide by terms and conditions of such Platform.
- The User shall bear all compensation responsibilities if BEL suffer from losses caused by the User's breach of these Terms.

MODIFICATIONS

In case of any change in the Terms, BEL will announce such change on its official website of BEL or on the Application (through a pop up or otherwise) without further notification which the User may accept by clicking on the checkbox provided with it. It is the User's sole responsibility to keep themselves apprised with the changes in the Terms. In case of objection to such relevant updated Terms, the User is advised to stop the use of the Application. If the User continues using the Application, it will be deemed as that the User has no objections against the updated Terms and shall be deemed to have agreed to abide by them.

INTELLECTUAL PROPERTY RIGHTS

All written content, information, illustrations, photographs, artwork, graphic material, logos, names, trademarks on the Application are protected by copyright laws and/or other laws and or international treaties and belong to BEL. These works, logos, graphics, sounds, written information, logos, names, trademarks may not be copied, reproduced, transmitted, distributed, disseminated, circulated, sold, published or broadcasted whether in whole or part, unless expressly permitted in writing by BEL. Nothing contained on the Application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Application without our written permission. Misuse of any trademarks or any other content displayed on the Application is prohibited. In case of any unauthorized usage of BEL's trademarks, name or symbols, BEL may take legal action to preserve and protect its rights in the matter. All rights not explicitly granted are reserved by BEL. The right to preserve and protect is also extended to logos, names and trademarks used in the Application as part of co-branding and rebranding initiative, as the case may be.

GOVERNING LAWS AND SEVERABILITY

- Effectiveness, explanation, change, execution and dispute settlement of the Agreement are subject to laws of India. If no relevant laws and regulations are available, reference to general international business practices and (or) industrial practices shall be made.
- Dispute arising from or in connection with the Agreement may be settled by the User and Bajaj by referring the dispute to the exclusive jurisdiction of the courts in Mumbai, Maharashtra, India.
- When any term of these Terms is judged to be invalid by the relevant courts, it will not influence the effectiveness of other terms or any part thereof, and the User shall be bound by the valid terms in good faith.

ACCEPTANCE

By accepting the Terms, the User confirms that they have read thoroughly all contents of the Terms, and fully know its terms, especially restrictive clauses or exceptions. These Terms will automatically apply to anyone downloading and/or using the Application and the Users are expected to have read them in totality before using the Application. Restrictive clauses or exceptions are bold or highlighted in other forms to catch the User's attention. In case of any doubt regarding the Terms, please contact on the details provided below. The User will not be allowed to use the Application (*as defined later*) before they have accepted these Terms. Once the User selects "I agree" or "I accept" or any other checkbox wherein these Terms are displayed for acceptance and submit, these Terms shall be binding on such User. In case of any breach of the Terms by the User or otherwise, BEL has the right to unilaterally restrict, suspend or terminate the right of the User to use the Application, at BEL's sole discretion. These Terms and conditions constitute a legally binding agreement between the User and BEL in connection with your download and usage of the Application. Any decision of BEL in relation to these Terms of Use shall be final and binding on the User.

GRIEVANCES

In case of Complaint/Query please contact the Officer-in-Charge on Tel: 022 2406 4400, or Email: consumercare@bajaelectricals.com