

TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions of (“**Terms**”) is an electronic record in terms of the Information Technology Act, 2000 and rules framed thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. These Terms are published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms and conditions for access or usage of www.Greenstarbuy.com (“**Website**”) and any related mobile/ software applications, including Greenstar AC (“**Application**”) including but not limited to delivery of information *via* the Website and the Application whether existing now or in the future that link to these Terms.

The Website and the Application are owned and operated by Greenstar Appliances India Pvt Ltd (hereinafter “**Greenstar**” and “**Company**”). These Terms are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the Website and the Application. These Terms are applicable on all users of the Website or the Application, including both existing and future users. By using the Website or the Application, you accept these Terms in full; accordingly, if you disagree with these Terms or any part of these Terms, you must not use the Website and the Application. Greenstar reserves the right to change these Terms from time to time without any obligation to inform you, and it is your responsibility to look through them as often as possible. You may accept the Terms to use the Website and the Application by:

- Clicking to accept or agree to these Terms, where it is made available to you in the user interface of the Website or the Application; or
- Using the Website or the Application, and in such case you agree that your use of the Website or the Application should be treated as acceptance of these Terms from that point onwards.

All rights, including copyright, on the Website and the Application are owned by or licensed to Greenstar. Any use of the Website or the Application or its contents, including copying or storing it in whole or part is prohibited without the prior written permission of Greenstar.

If you have any queries about these Terms or have any comments or complaints on or about the Website or the Application, please email us care@greenstarbuy.com

ELIGIBILITY CRITERIA

Any use/purchase/contract from/with the Website and the Application is not intended for users under the age of 18, unless permitted under applicable local laws (“**Permissible Age**”). Accordingly, by using the Website or the Application or agreeing to these Terms, you warrant and represent to us that you are of the Permissible Age. We do not knowingly provide any service of the Website and the Application from users or solicit information from anyone below the Permissible Age. If we become aware that any person below the Permissible Age is using the Website or the Application, we will restrict the access of the Application to such user as soon as possible. If you believe that any person under the Permissible Age is using the Website or the Application or we might have any information of a user under the Permissible Age, please contact us at care@greenstarbuy.com. Those who choose to access the Website or the Application from outside India are responsible for compliance with applicable national laws and the Indian laws.

COMMUNICATIONS

When you use the Website or the Application or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications *via* electronic records from us periodically, and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

YOUR OBLIGATIONS

1. You must provide true, accurate, current and complete information about yourself as prompted for using the Website or the Application.
2. Upon change or inaccuracy of any information provided by you on the Website or the Application, you shall be responsible to update the information for the use of the Website or the Application.
3. You will provide authentic and true information in all instances where such information is requested of you. Greenstar reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), Greenstar has the right in its sole discretion to debar you from using the Website and/ or Application.
4. You shall not attempt to gain unauthorized access to any portion or feature of the Website and the Application, or any other systems or networks connected to the Website and the Application or to any server, computer, network, or to any of the services offered on or through the Website and the Application, by hacking, password 'mining' or any other illegitimate means.
5. You are also responsible for all activities that occur in your account linked to the Application or Website, if any. You agree to notify us immediately of any unauthorized use of your account linked to the Application or Website, if any, in order to enable us to take necessary corrective action. You also agree that you will not allow any third party to use your account linked to the Application or Website, if any, for any purpose and that you will be liable for such unauthorized use.

INFORMATION ON WEBSITE AND APPLICATION

1. Greenstar is constantly evolving in order to provide the best possible information to its users. You acknowledge and agree that the form and nature of the information which Greenstar provides on the Website and the Application, may require effecting certain changes in it, therefore, Greenstar reserves the right at any time without prior notice, to make modifications and alterations in any or all of its contents and information available on the Website and the Application, but shall not be liable for any delay or inaccuracies related to such updates.
2. Greenstar, the Application or the software application store that makes the Application available for download may include functionality to automatically check for updates or upgrades to the Application. Unless your device, its settings, or computer software does not permit transmission or use of upgrades or updates, you agree that we, or the Application or software application store, may provide notice to you of the availability of such upgrades or updates and automatically push such upgrade or update to your device or computer from time-to-time. You may be required to install certain upgrades or updates to the software in order to continue to access or use the Application, or portions thereof (including upgrades or updates designed to correct issues with the Application).
3. You acknowledge and agree that if Greenstar disables your access to the Application, you may be prevented from using the Application or any files or other content, which is linked to the Application.
4. Greenstar reserves the right to charge subscription and/or membership fees from a user, by giving reasonable prior notice, in respect of use of the Application anytime in future.
5. By providing any feedback on the Website or the Application, you grant us a binding, non-exclusive, royalty-free, perpetual, global license to use, modify, develop, publish, distribute and sublicense the feedback, and you irrevocably and unconditionally waive, against Greenstar and its users any claims/assertions, whatsoever of any nature, with regard to such feedback.
6. Any images or photographs of the products that we put on the Website or the Application are for illustration only and actual products may differ from that shown. We use reasonable endeavours to make sure the colours, sizes and details are displayed accurately but errors may occur. In addition, we cannot guarantee that the way in which your computer, phone, tablet, etc displays these colours or details accurately reflects the products made available by us. The products you receive may therefore vary slightly from those displayed on the Website or the Application.
7. The Website and the Application contain a large number of products and it is always possible that, despite our best efforts, some of the information related to the products listed on the Website and the Application may be incorrect.

SITE SECURITY

You are prohibited from violating or attempting to violate the security of the Website and the Application, including, without limitation:

1. Accessing data not intended for you or logging onto a server, which you are not authorized to access.
2. Use the Website and the Application in any way that will damage it or interrupt their provision.
3. Attempting to probe, scan or test the vulnerability of a system, network or breach security or authentication measures without proper authorization.
4. Attempting to interfere with service to any other user, host or network, including, without limitation, *via* means of submitting a virus to the Website and the Application, overloading, and “flooding”, “spamming”, “mail bombing” or “crashing”.
5. Sending unsolicited emails, including promotions and/or advertising of products or services.
6. Greenstar will investigate occurrences that may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting users who are involved in violations of these Terms. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website and the Application or any activity being conducted on the Website and the Application. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website and the Application other than the search engine and search agents available on the Website and the Application and other than generally available third party web browsers (e.g., Microsoft Explorer, Google Chrome, Mozilla Firefox).

PRIVACY

Protection of your privacy is fundamental to us. We understand clearly that you and your personal information is one of the Greenstar’s most important assets. We store and process your personal information including any personal sensitive data, if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and rules framed thereunder. If you object to your personal information being used in this way, you must not use the Website and the Application.

LINKS

The Website and the Application may contain links to other websites/ web links; these external websites/ web links are not under our control. We cannot be held responsible for such websites/ web links and cannot make any guarantees about them. We provide these links because we think they might interest you, but we do not monitor or endorse these websites/ web links.

By accessing the links, you may leave the Website or the Application, as the case may be, and be directed to an external website, or to a website maintained by an entity other than Greenstar. If you decide to visit any such site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or any other destructive elements. Greenstar makes no warranty or representation regarding, and does not endorse, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that Greenstar sponsors, endorses, is affiliated or associated with them. You hereby expressly acknowledge and agree that the linked sites are not under the control of Greenstar and Greenstar is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Greenstar is not responsible for webcasting or any other form of transmission received from any linked site. Greenstar is providing these links to you only as a convenience, and the inclusion of any link shall not be construed to imply endorsement by Greenstar in any manner of the Website and the Application.

DISCLAIMER

You shall not copy, reproduce, distribute, republish, download, display, post or transmit any part of the Website and the Application without written consent from us (except as stated below).

You may print or download any page(s) for your own personal and non-commercial use only. If you have any doubts about what you can do, please go to our contact us page to apply for permission to reproduce the content.

While our Website and the Application are as accurate as possible, we cannot accept responsibility for any inaccuracies or errors beyond our reasonable control. We cannot guarantee that the Website and the Application are free from computer viruses, and you should take your own precautions in this respect. We will try to make sure that the Website and the Application are always available. However, this is not always possible, and we are not liable if the Website and the Application are unavailable.

CHANGES TO THE DISCLAIMER

We reserve the right to change the Website and the Application disclaimer from time to time. If you do not wish to be governed by the revised Website and Application disclaimer, you must not use the Website and the Application.

COPYRIGHT & TRADEMARK

Greenstar, together with its licensors, reserves all intellectual property rights in all text, programs, products, processes, technology, content, photographs, designs and other materials, which appear on the Website and the Application. Access to the Website and the Application does not authorize anyone to use any intellectual property right, including name, logo or mark in any manner. All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips, written and other materials that are part of the Website and the Application (collectively, the “**Contents**”) are intended solely for personal and non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You will not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents of the Website and the Application. You further acknowledge that the Contents may contain information which is designated as confidential by Greenstar and that you shall not disclose such information without Greenstar’s prior written consent. Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available/possible remedies under applicable laws of the country of violation.

Except where expressly stated to the contrary, all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on the Website and the Application are in no way associated, linked or affiliated with Greenstar and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on the Website and the Application are owned by the respective trademark owners. To the fullest extent permitted by applicable law, we neither warrant nor represent that your use of materials displayed on the Website and the Application will not infringe rights of third parties not owned by or affiliated with us. You agree to immediately notify us upon becoming aware of any claim regarding infringement of any copyright trademark, or other contractual, intellectual, statutory, or common law rights.

GREENSTAR’S LICENSE TO USE USER CONTENT

“**User Content**” means content that you upload, share or transmit to, through or in connection with the Website and the Application, such as ratings, reviews, messages, profile information, and any other materials that you upload. By submitting User Content you hereby irrevocably grant Greenstar a perpetual, irrevocable, world-wide, non-exclusive, fully paid and royalty-free, assignable, sub-licensable and transferable license and right to use the User Content (including content shared by any business user having access or otherwise) and all intellectual property rights therein for any purpose including API partnerships with third parties and in any media existing now or in future. By “use” we

mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, analyze, promote, commercialize, create derivative works, and in the case of third party services, allow their users and others to do the same. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to the User Content brought against Greenstar or its users.

TERMINATION

These Terms are effective until and unless terminated by you at any time by informing us in writing at care@greenstarbuy.com that you no longer wish to be associated with the Website and the Application, provided that you discontinue any further use of the Website and the Application.

We may terminate these Terms at any time and may do so immediately without notice, and accordingly deny you access to the Website and/ or the Application. Such termination will be without any liability to the Website and the Application or to Greenstar. Upon any termination of these Terms by either you or Greenstar, you must promptly destroy all materials downloaded or otherwise obtained from the Website and or Application, as well as all copies of such materials, whether made under these Terms or otherwise. Our right to any comments shall survive any termination of these Terms. Any such termination of these Terms shall not affect any liability against you that may have arisen under these Terms.

INDEMNITY

You shall indemnify and hold harmless Greenstar, its owner, licensee, affiliates, subsidiaries, group entities (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of these Terms, privacy policy and other policies, or your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GREENSTAR (OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR GROUP ENTITIES) BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, AND/OR (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE AND THE APPLICATION, AND/OR (III) ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE AND THE APPLICATION AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, AND/OR (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS, AND/OR (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE AND THE APPLICATION BY ANY THIRD PARTY, AND/OR (VI) ANY LOSS OF YOUR DATA OR CONTENT FROM THE WEBSITE AND THE APPLICATION, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE AND THE APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GREENSTAR (OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR GROUP ENTITIES) ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (VIII) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY, AND/OR (IX) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, AND/OR (X) LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF RELIANCE PLACED BY YOU ON THE COMPLETENESS OR ACCURACY, AND/OR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GREENSTAR'S REASONABLE CONTROL. IN NO EVENT SHALL GREENSTAR (OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR GROUP ENTITIES) BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFIT

(WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, EVEN IF WE COULD HAVE FORESEEN THE LOSS, OR THE POSSIBILITY OF IT WAS BROUGHT TO OUR ATTENTION. THE USE OF THE WEBSITE AND THE APPLICATION IS AT YOUR OWN RISK AND, YOU SHOULD APPLY PRUDENCE AND GREENSTAR GIVES NO REPRESENTATION OR WARRANTY FOR YOUR USE OF THE WEBSITE AND THE APPLICATION.

GOVERNING LAW AND JURISDICTION

These Terms shall be construed in accordance with the applicable laws of India. The Courts at Punjab shall alone have exclusive jurisdiction in any proceedings arising out of these Terms and our privacy policy.

MODIFICATION OF TERMS AND CONDITION

Greenstar reserves the right at any time to modify the Terms without any prior notification to you. You can access the latest version of the Terms at any given time on the Website or the Application. You should regularly review the Terms on the Website and the Application. In the event the modified Terms are not acceptable to you, you undertake to discontinue use the Website and the Application. However, if you continue to use the Website and the Application you shall be deemed to have agreed and accepted to the modified Terms and you undertake to abide by the modified Terms.

ARBITRATION

If any dispute arises between you and Greenstar during your use of the Website and /or the Application or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these Terms, and the privacy policy or the documents they incorporate by reference, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by Greenstar. The place of arbitration shall be Rajpura, Punjab. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

GENERAL

None of the provisions of these Terms shall be deemed to constitute a partnership or agency between you and Greenstar and you shall have no authority to bind Greenstar in any manner whatsoever. Except as explicitly stated otherwise, any notices shall be given by postal mail to Greenstar at care@greenstarbuy.com or to the email address as mentioned herein below. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing. If any clause of these Terms shall be deemed invalid, void or for any reason unenforceable, such clause shall be deemed severable and shall not affect the validity and enforceability of the remaining clauses of these Terms. These Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof.

In Greenstar's sole discretion, it may transfer its rights and obligations under these Terms without your prior express consent. If you breach these Terms, and the privacy policy or the documents they incorporate by reference and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the aforesaid.

Greenstar may terminate these Terms at any time. Without limiting the foregoing, Greenstar shall have the right to immediately terminate any passwords or accounts of the user of the Application in the event of any conduct by the user which Greenstar, in its sole discretion, considers to be unacceptable, or in the event of any breach by the user of these Terms. Notwithstanding any other provisions of these Terms, or any general legal principles to the contrary, any provision of these Terms that imposes or contemplates continuing obligations on a party will survive the expiration or termination of these Terms.

ENTIRE AGREEMENT AND WAIVER

These Terms, together with the 'privacy policy', shall constitute the entire agreement between you and us concerning the use of the Website and the Application. No failure or delay by us in exercising any right, power or privilege under these Terms shall operate as a waiver of such right or acceptance of any variation of these Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of that right or the exercise of any other right, power or privilege.

SEVERABILITY

If any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

GRIEVANCE OFFICER

In accordance with Information Technology Act, 2000 and rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Alphose Raj
Greenstar Appliances India Pvt Ltd, No. 36A, Appadurai Pillai Street,
Thiru.vi.ka.Nagar, Thundalam, Chennai - 600077.
9176644747
[care @greenstarbuy.com](mailto:care@greenstarbuy.com)
10:00 AM to 6:15 PM (IST), Monday to Saturday
Not available on Sundays and Indian national/ public holidays

CONTACT INFORMATION

For questions, please contact us at care@greenstarbuy.com or call on our helpline no. 0124-3923000. Helpline numbers are only available between 10.00 am to 6.15 pm (IST), Monday to Saturday and are not available on Sundays and Indian national/ public holidays.