

# Terms of Use

Summary: Cut through the jargon. We have added a summary to each section for a quick and easy read. When you sign-up with us, you agree to follow the conditions listed below. The summaries are not a part of the actual policy, we have added them to make things easier to understand for you.

These Terms of Use (“Terms of Use”) have been drafted 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 of Use for access or usage of [www.igowise.com](http://www.igowise.com) and iGowise applications.

## About Us

The domain [www.igowise.com](http://www.igowise.com) , <https://trigo.igowise.com/> , (hereinafter referred to as "Website" / “application” / “forum”) owned and managed by iGowise Mobility Private limited, a private limited company, incorporated and existing under the laws of India and having its registered office at Unit A, 806, Brigade Signature towers, 8th Floor, Old madras road, Kattamnallur gate, Bengaluru, Karnataka-560067 and Corporate Identification Number is (CIN) U34300KA2020PTC135144 (hereinafter referred to as “Company”)

## Terms of Use

**Summary: This covers all the terminology that will be used in the rest of the document.** Your use of the Website and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with Company and these terms and conditions including the policies constitute your binding obligations, with the Website.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a user of the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. This Website allows the User to surf the Website. The term "We", "Us", "Our" shall mean Company.

## Eligibility to use

**Summary: You have to be 18 years old to use this site.** Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Company website and shall not transact on or use the Website. As a minor if you wish to use or transact on Website, such use or transaction may be made by your legal guardian or parents on the Website. Company reserves the right to refuse your access to the Website if it is brought to Company's notice or if it is discovered that you are under the age of 18 years. By visiting Company Website or accepting these Terms of Use, You

represent and warrant to Company that You are 18 years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use. You also represent and warrant to the Company that You will use the Website in a manner consistent with any and all applicable laws and regulations.

Company reserves the right to refuse access to use the Services offered at the Website to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so

## **Your use of Company Website**

**Summary: You need an account to use all the features on the website. Keep your password secret and don't lie to us!** The Company offers its services to different categories. Users of each of the categories are required to register themselves on the Application and make an individual account with Company in order to receive its services. Such an account is accessible by the unique username and password provided to the User by the Company when they chose to register themselves on the Application. The said username and password should be kept highly confidential and should not be disclosed to any third party. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorized manner.

You shall ensure that the Account Information provided by You in the Application's registration form is complete, accurate and up-to-date. Use of another user's Account Information for availing the Services is expressly prohibited.

If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate Your Account and refuse any and all current or future use of the Website (or any portion thereof).

## **Privacy and Information Protection**

**Summary: We have a privacy policy that explains how we use your data. You can read it here.** Please review our Privacy Policy, which also governs your visit to this Site, to understand our internal policies and practices. The personal information / data provided to us by you during the course of usage of [www.igowise.com](http://www.igowise.com) will be treated as strictly confidential and in accordance with the Privacy Policy and applicable laws and regulations. If you object to your information being transferred or used, please do not use the website.

## **Charges for using the Website**

**Summary: Browsing our website is free!** Company does not charge any fee for browsing the Website. Company reserves the right to change its Fee Policy from time to time. In particular, Company may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In

such an event Company reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees.

### **Charges for using the Application**

Use of application shall not be chargeable and subject to applicable subscription package subscribed by You from time to time. Company reserves the right to change its Fee Policy from time to time. In particular, Company may at its sole discretion introduce new services and modify some or all of the existing services offered on the application. In such an event Company reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be notified and such changes shall automatically become effective immediately after they are notified. Unless otherwise stated, all fees shall be quoted in Indian Rupees.

### **Rights of use**

***Summary: Browsing our website is free! But you cannot use any of our content, images or any downloads to make money for yourself or anyone else.*** Company grants you limited rights to access and make personal use of this Website/Applications, but not to download (other than page caching) or modify it, or any portion of it. These rights do not include any commercial use of this Website/Applications or its contents; any collection and use of any content, descriptions, or prices; any derivative use of this Website/Applications or its contents; any downloading or copying of account information for the benefit of a third-party; or any use of data mining, robots, or similar data gathering and extraction tools.

This Website/Applications or any portion of this Website/Applications (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose.

### **Your Conduct**

***Summary: This is a list of things you should not do.*** You must not use the Website/Applications in any way that causes, or is likely to cause, the Website/Applications or access to it to be interrupted, damaged or impaired in any way. You understand that you, and not Company, are responsible for all electronic communications and content sent from your computer to us and you must use the Website/Applications for lawful purposes only. You must not use the Website/Applications for any of the following:  
for fraudulent purposes, or in connection with a criminal offense or other unlawful activity to send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy

or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam" to cause annoyance, inconvenience or needless anxiety

We reserve the right to initiate action under applicable laws for unauthorized use, exploitation or disclosure of vulnerabilities, content of Website/Applications, customer information, etc.

## **Vulnerability**

We have a multi-layered security controls to our Website/Applications, products and services offered by us. We investigate all credible reports of cyber security vulnerabilities that may affect our products or services. If you believe that you have information about a potential cyber security vulnerability related our Website/Applications or products or services offered by us, please notify us by sending an email to [support@igowise.onmicrosoft.com](mailto:support@igowise.onmicrosoft.com).

## **POLICIES**

*Summary: Don't be mean. All the details provided in the Website/Applications is as accurate as possible but sometimes things change and you can't hold us to it. These rules and policies can be changed. You cannot sue us. You are okay with us getting in touch with you! And if you have questions you should email us on [contact@igowise.com](mailto:contact@igowise.com)*

## **Profanity Policy**

Our Website prohibits the use of language that is racist, hateful, sexual or obscene in nature in any form whatsoever.

Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

## **Disclaimer of Warranties and Liabilities**

We expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, merchantability, fitness for a particular purpose, or legality of the products listed or displayed or the content (including product information and/or specifications) on the website. While we have taken precautions to avoid inaccuracies in content, this Website/Applications, all content, information, software, products, services and related graphics are provided as is, without warranty of any kind.

You hereby expressly release Company and/or its affiliates and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the vendors and specifically waive any claims or demands that you may have in this behalf under any statute, contract or otherwise. Identifying any kind of vulnerability may not entail us to reward you. However, the same shall be subject to Company's sole discretion and policies.

### **Communications**

When you visit [www.igowise.com](http://www.igowise.com) or send e-mails to us, you are communicating with us electronically. We may communicate with you by e-mail, SMS, WhatsApp, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mail, WhatsApp or phone calls from us.

### **Losses**

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the Website/Applications.

### **Alteration of Service or Amendments to the Conditions**

We reserve the right to make changes to our Website/Applications, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the Website/Applications, unless any change to those policies or these conditions is required to be made by law or government authority. If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

### **Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

### **Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## **Governing law and Jurisdiction**

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Bangalore.

IN NO EVENT SHALL IGOWISE MOBILITY PRIVATE LIMITED BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## **Severability & Waiver Contact Information**

If any provision of this Terms of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

## **Contact Information**

This site is owned and operated by iGowise Mobility Private Limited. If You have any have any question, issue, complaint regarding any of our Services, please contact [contact@igowise.com](mailto:contact@igowise.com).

## **Photography and Videography**

All the events organized by iGowise Mobility Pvt. Ltd., and feedback received therein may be recorded and photographed. All rights to edit and publish the aforesaid subsists with iGowise.

## **Right to Refusal**

“The Company reserves the right to refuse permission to You to participate in any activity organized by the company, at its discretion without assigning any reasons whatsoever. Further the Company reserves the right to re-schedule, cancel or amend the terms governing activities, at its discretion without any prior written notice/intimation.”

“Each order placed on this Website/Applications constitutes an offer to purchase products. Orders are subject to Company’s acceptance and may be refused at Company’s discretion.”