

TERMS OF USE

WHEREAS

- A. This Terms of Use is located at the URL www.smartdirect.in, (referred herein as SVPSL website) is a legally enforceable contract between Smart Value Products And Services Limited (hereinafter referred to as "SVPSL" or "We" or "Us" or "Our") and the visitors or user of the website (hereinafter referred to as "You" or "Your" or "Yourself" or "User") who wish to purchase the products as offered on this website by SVPSL; describes the terms on which SVPSL offers You the uses of the Website including and such other services as are incidental and ancillary thereto ("Services"; if any).
- B. The SVPSL shall mean Smart Value Products And Services Limited (SVPSL) a Company incorporated under Companies Act 1956, having its registered office at M-17, Second Floor, Lajpat Nagar -II, New Delhi-110024. SVPSL is involved into the marketing & selling of various products varying from Educational Books & DVD's, Health & Wellness, Lifestyle, Personal Care to Home care & Agriculture-Input etc. under the brand name of "SmartValue"/Others; exclusive owner of all contents as published, posted & broadcasted in all manner at the website i.e., www.smartdirect.in;
- C. "You" or "Your" or "Yourself" or "User" or referred herein as applicant; desirous to purchase the products as offered on this website by SVPSL and unconditionally hereby limits their acts, deeds and others in relation to this website & as per this Terms of Use and Privacy Policy, Terms of Sale etc. as available in the website i.e., www.smartdirect.in.
- D. This Terms of Use, Privacy Policy, Terms of Sale (including Bye Laws; which includes Registration form cum Agreement, Sales & Marketing Plan, Code of Conduct, website Contents, Literature others; for the purpose of this Agreement) etc. are an electronic record(s), in the form of an electronic contract formed under information technology act, 2000 and rules made there under and all amended provisions thereto pertaining to the electronic documents / records in relation to various statutes as amended by the information technology act, 2000. This Terms of Use, Privacy Policy, Terms of Sale etc. does not require any physical, electronic or digital signature in any manner. This Terms of Use, Privacy Policy, Terms of Sale etc. document(s) are published at this website and shall be construed in accordance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data of Information) Rules, 2011 under Information Technology Act, 2000; which requires publishing of this Terms of Use, Privacy Policy, Terms of Sale etc. for collection, use, storage and transfer of sensitive personal data or information etc..
- E. This Terms of Use, Privacy Policy, Terms of Sale including Bye Laws (including but not limited to price, rates, plan, commissions, product line, other Literature, material as available on the website, website contents etc.) are subject to revision/amendment/modification at any time by the SVPSL. Thus You are requested to carefully read and accept all Terms and Condition as mentioned in Terms of Use, Privacy Policy, Terms of Sale including Bye Laws from time to time. The revised Terms of Use shall be made available on the Website at the same place. Such facility is provided, thus You have to determine when this Terms of Use was last modified by referring to the "Last Updated" legend provided as/in header of this Terms of Use. It shall be Your responsibility to check these Terms of Use, Privacy Policy, Terms of Sale including Bye Laws periodically for changes and acceptance respectively. You may be asked to provide Your specific consent to any update(s) in a specified manner before any further use of the Website and related services. If no separate consent is sought, Your continued use of the Website following such changes and modifications of to the Website or Terms of Use, Privacy Policy, Terms of Sale including Bye Laws shall constitute Your acceptance to such changes or modifications.
- F. Please read & accept this Terms of Use, Privacy Policy, Terms of Sale including Bye Laws carefully before accessing/visiting/using this website and or registering Yourself as an IBA/PC/C on the website. If You do not agree Terms of Use, Privacy Policy, Terms of Sale including Bye Laws, please do not visit/access/use this website. Your use of SVPSL website constitutes Your agreement/acceptance to be bound by Terms of Use, Privacy Policy, Terms of Sale including Bye Laws.
- G. All other terms and condition mentioned anywhere in the Privacy Policy, Terms of Sale, Code of conduct, Sales and Marketing Plan, Registration form cum Agreement, Website contents etc. are also applicable herein and for the sake of brevity not mentioned herein again. In case of suspicion upon any of the terms and condition of Terms of Use, including Privacy Policy, Terms of Sale & Bye Laws, SVPSL's decision shall be final and binding upon all the parties. Acceptance of this Terms of Use shall stands as deemed acceptance of; Terms of Use, Privacy Policy, Terms of Sale & Bye Laws.

MAIN CONTENTS

1. INTRODUCTION

- 1.1. These terms and conditions shall govern Your use of SVPSL website.
- 1.2. You must be at least [18] years of age to use SVPSL website; by using SVPSL website or agreeing to these terms and conditions, You warrant and represent to us that You are at least [18] years of age.
- 1.3. Our website uses cookies; by using SVPSL website or agreeing to these terms and conditions, You consent to SVPSL use of cookies in accordance with the terms of SVPSL [all policies, condition mentioned herein].

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. Subject to the express provisions of these terms and conditions:
- 2.1.1. SVPSL, together with SVPSL licensors, owns and controls all the copyright and other intellectual property rights contained in SVPSL website; and
- 2.1.2. The entire copyright and other intellectual property rights contained in SVPSL website and the material on SVPSL website are reserved and owned by SVPSL. And any use in any manner except as provided herein shall attract legal proceeding under the relevant laws time being in force.
- 2.1.3. Except as expressly permitted under Section three or by other provisions of these terms and conditions of use, You must not download any material from SVPSL website or save any such material to Your computer etc. in any manner. Moreover any person/entity as defined in paragraph number "C" as mentioned at Page number one including others, shall never apply, submit any application/others before any competent authority either directly or indirectly to obtain any rights of any nature upon the literature, titles, marks, signs, trademarks, copyrights, patents, formulations, plans, audio, video or any combination thereof in

any manner whatsoever, in case any person/entity is found to do so shall be prosecuted immediately along with imposition of any penalty amount including filing/submission of such criminal activity as an complaint before competent authority.

2.2. Notice

- 2.2.1. In these terms and conditions, "website content" means [all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files etc.) that SVPSL has submitted on its website for storage or publication on, processing by, or transmission via, its website].
- 2.2.2. SVPSL has unconditional rights in his own favor [worldwide, irrevocable, non-exclusive, royalty-free license] to [use, reproduce, store, adapt, publish, translate and distribute website content in any existing or future media] OR [reproduce, store and publish any website content on and in relation to this website and any successor website]
- 2.2.3. SVPSL is not granting any License/assignment in the favor of any user/visitor of the website in any manner & You shall never apply for the registration in any manner before any registering authority or shall never claim any right in any manner whatsoever upon the Intellectual Property Rights attached and or bundled with this website, in case any of the Visitor/User is found to do so shall be liable to make good losses suffered by the SVPSL in terms of goodwill loss/business loss etc.;
- 2.2.4. In case of any violation or infringement of any section of this Terms of Use including Privacy Policy, Terms of Sale etc.; shall cause immediate legal and penal action and user/visitor shall immediately withdraw all rights to use SVPSL website in all manner & such user/visitor is also liable to make good all the losses suffered by the SVPSL in this relation;
- 2.2.5. You shall not edit any content using the editing functionality (if any) made available on SVPSL website.
- 2.2.6. Without prejudice to SVPSL other rights under these terms and conditions, if You breach any provision of these terms and conditions in any way, or if SVPSL reasonably suspect that You have breached these terms and conditions in any way, SVPSL may delete, un-publish or edit any or all of Your contents/accounts and may proceed accordingly as per the Law time being in force.
- 2.2.7. SVPSL website and its contents are provided "as is" and "as available," with no warranty of any kind. To the fullest extent permissible under applicable law, SVPSL expressly disclaim all warranties, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. SVPSL make no representation or warranty whatsoever regarding the completeness, accuracy, correctness, integrity, reliability, currency, adequacy, suitability, functionality, availability, or operation of this website or the content or services provided on, or accessible from, this website. SVPSL do not warrant that the operation of this website will be uninterrupted or error free, or that this website is free from viruses and other harmful components to equipment or software.
- 2.2.8. While SVPSL use reasonable efforts to include accurate and current information on SVPSL website, SVPSL do not warrant or represent that the website will be error free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. SVPSL reserve the right to correct any inaccuracies or typographical errors on SVPSL website, including pricing and availability of products and services, and shall have no liability for such errors. SVPSL may also make improvements and/or changes to the website's features, functionality, or content at any time. If You see any information or description You believe to be incorrect, please contact SVPSL as described herein, and SVPSL will verify the same.

3. Obligations; uses of website

- 3.1. You are granted limited, nonexclusive, nontransferable temporary rights to access the SVPSL website and over its content in accordance with the Terms and condition as mentioned in the Privacy Policy, Terms of Sale etc. SVPSL website is hosted in India and contains information that is appropriate for access and use in the country i.e., India only; operating under the SVPSL market ("Applicable Markets"). SVPSL makes no representation that any materials on the website are appropriate or available for use outside the Applicable Markets, and accessing them from territories where their contents are illegal is prohibited. Any references on the website to specific products or services are applicable only to those available in the Applicable Markets, and any product claims and comparisons to other products on the website apply within the Applicable Markets only.
- 3.2. Does-Permitted Uses;
 - 3.2.1. View pages from SVPSL website in a web browser;
 - 3.2.2. [stream audio and video files from SVPSL website]; and
 - 3.2.3. [use [our website services] by means of a web browser]; Subject to the other provisions of these terms and conditions.
 - 3.2.4. You may only use SVPSL website for [You own personal and business purposes; not affecting the Sales and Marketing Plan etc. of SVPSL in any manner], and You must not use SVPSL website for any other purposes except specifically agreed herein.
 - 3.2.5. Notwithstanding Section 3, You may redistribute [our newsletter] in [print and electronic form] to [any person]. SVPSL reserve the right to restrict access to areas of SVPSL website, or indeed SVPSL whole website, at SVPSL discretion; You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on SVPSL website.
 - 3.2.6. You shall not use the website given by the company contrary to or in violation of Information Technology act 2000 (Act 21 of 2000) or any other applicable law time being in force. The PC or IBA or any other our website visitor who is guilty of any violation under the cyber laws or any other applicable law of the land time being in force shall alone be responsible for the same.
 - 3.2.7. You shall not misuse or miss communicate anything or information against the public interest and also against the law time being in force.
 - 3.2.8. The applicant who becomes an IBA cannot sell the product with commitments or promises or in violation of Prize Chits and Money Circulation (Banning) Act 1978 provisions or any other provisions of Indian Penal Code or any other applicable law of the land time being in force, IBA shall abide by the guidelines issued by the government from time to time. In case if any associate found guilty in terms of the any act the company has liberty to terminate the agreement and to prosecute and set damages or any other claim in accordance with the Law
- 3.3. Don't-Prohibitions;

- 3.3.1. Except as expressly permitted by these terms and conditions, You must not edit or otherwise modify any material/content available on SVPSL website i.e., www.smartdirect.in.
- 3.3.2. Unless You own or control the relevant rights in the material, You must not:
 - 3.3.2.1. Sell, rent or license or assign any material/content to anyone from SVPSL website;
 - 3.3.2.2. Show any material/content from SVPSL website in public;
 - 3.3.2.3. Exploit material/content from SVPSL website for a commercial purpose; or
 - 3.3.2.4. Redistribute material/content from SVPSL website.
 - 3.3.2.5. Republish material from SVPSL website (including republication on another website);
- 3.3.3. Use SVPSL website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- 3.3.4. Use SVPSL website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- 3.3.5. Use SVPSL website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, root kit or other malicious computer software;
- 3.3.6. [conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to SVPSL website without SVPSL express written consent];
- 3.3.7. [access or otherwise interact with SVPSL website using any robot, spider or other automated means[, except for the purpose of [search engine indexing]]];
- 3.3.8. [violate the directives set out in the robots.txt file for SVPSL website]; or
- 3.3.9. [use data collected from SVPSL website for any marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing)].
- 3.3.10. You must not use data collected from SVPSL website to contact individuals, companies or other persons or entities.
- 3.4. You must ensure that all the information You supply to us through SVPSL website, or in relation to SVPSL website, is [true, accurate, valid, current, complete and non-misleading].
- 4. Smart office Accounts
 - 4.1. To be eligible for [Smart office account] on SVPSL website under this Section, You must [be resident or situated in the India] desirous to operate the same by his own.
 - 4.2. You must not allow any other person/entity to use/access Your Smart office account and other details contained therein in any manner.
 - 4.3. You must notify us in writing immediately if You become aware of any un-authorized use of Your Smart office account.
 - 4.4. You must not use any other person's Smart office account /details including user name & password etc. to access/login/sign-in the website [unless You have that person's express & written permission to do so].
 - 4.5. Cancellation and suspension of Smart office account;
 - 4.5.1. SVPSL may:
 - 4.5.1.1. [suspend Your Smart office account]; and/or
 - 4.5.1.2. [cancel Your Smart office account]; and/or
 - 4.5.1.3. [edit Your Smart office account details]; at any time in SVPSL sole discretion without notice or explanation
- 5. User login details
 - 5.1. You must keep Your password confidential.
 - 5.2. You must notify us in writing immediately if You becomes aware of any disclosure of You password.
 - 5.3. You are solely responsible for any activity on SVPSL website arising out of any failure to keep Your password/other details confidential, and may be held liable for any losses arising out of such a failure.
- 6. WEBSITE content/material: rules
 - 6.1. You warrant and represent that Your content posted in the website shall comply with these terms and conditions.
 - 6.2. Your content(s) if any must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
 - 6.3. Your content(s), must not:
 - 6.3.1. Be libelous or maliciously false;
 - 6.3.2. Be obscene or indecent;
 - 6.3.3. Infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - 6.3.4. Infringe any right of confidence, right of privacy or right under data protection legislation;
 - 6.3.5. Constitute negligent advice or contain any negligent statement;
 - 6.3.6. Constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
 - 6.3.7. be in contempt of any court, or in breach of any court order;
 - 6.3.8. be in breach of racial or religious hatred or discrimination legislation;
 - 6.3.9. be blasphemous;
 - 6.3.10. be in breach of official secrets legislation;
 - 6.3.11. be in breach of any contractual obligation owed to any person;
 - 6.3.12. [depict violence[in an explicit, graphic or gratuitous manner]];
 - 6.3.13. [be pornographic[, lewd, suggestive or sexually explicit]];
 - 6.3.14. [be untrue, false, inaccurate or misleading];
 - 6.3.15. [consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage];
 - 6.3.16. [constitute spam];

- 6.3.17. [be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory]; or
- 6.3.18. [cause annoyance, inconvenience or needless anxiety to any person]
7. Limited warranties
- 7.1. SVPSL do not warrant or represent:
- 7.1.1. The completeness or accuracy of the information published on its website;
- 7.1.2. That the material on the website is up to date; or
- 7.1.3. That the website or any service on the website will remain available.
- 7.2. SVPSL reserve the right to discontinue or alter any or all of SVPSL website services, and to stop publishing SVPSL website, at any time in SVPSL sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, You will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if SVPSL stop publishing the website.
- 7.3. To the maximum extent permitted by applicable law and subject to this Section, SVPSL exclude all representations and warranties relating to the subject matter of these terms and conditions, SVPSL website and the use of SVPSL website.
8. Limitations and exclusions of liability
- 8.1. Nothing in these terms and conditions shall waive Your liability:
- 8.1.1. For death or personal injury resulting from negligence;
- 8.1.2. For fraud or fraudulent misrepresentation;
- 8.1.3. In any way that is not permitted under applicable law; or
- 8.1.4. That may not be excluded under applicable law.
- 8.2. The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions:
- 8.2.1. Are subject to this Section; and
- 8.2.2. Govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 8.3. To the extent that SVPSL website and the information and services on SVPSL website are provided free of charge, SVPSL will not be liable for any loss or damage of any nature.
- 8.4. SVPSL will not be liable to You in respect of any losses arising out of any event or events beyond SVPSL reasonable control.
- 8.5. SVPSL will not be liable to You in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill in any manner.
- 8.6. SVPSL will not be liable to You in respect of any loss or corruption of any data, database or software.
- 8.7. SVPSL will not be liable to You in respect of any special, indirect or consequential loss or damage.
- 8.8. You accept that SVPSL have an interest in limiting the personal liability of SVPSL officers and employees and, having regard to that interest, You acknowledge that SVPSL are a limited liability entity; You agree that You will not bring any claim personally against SVPSL owners/directors, officers or employees in respect of any losses You suffer in connection with any content/material etc. available on the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of SVPSL owners/directors, officers and employees).
9. Enforcement
- 9.1. In the event; a dispute arises that the parties cannot resolve amicably whether or not occurred and or based upon this website use, the parties may resolve it through arbitration, held by a single arbitrator (duly appointed by SVPSL only). All claims hereunder must be brought within 60 days of the date of which the facts or circumstances giving rise to the claim are alleged to have happened, in case not settled amicably. Laws of the Union Territory of New Delhi of India will apply to the resolution of the dispute unless otherwise agreed in writing.
- 9.2. Without prejudice to SVPSL other rights under these terms and conditions, if You breach these terms and conditions in any way, or if SVPSL reasonably suspect that You have breached these terms and conditions in any way, SVPSL may:
- 9.2.1. Send You one or more formal warnings; and / or
- 9.2.2. Temporarily suspend Your access to SVPSL website; and / or
- 9.2.3. permanently prohibit You from accessing SVPSL website; and / or
- 9.2.4. [block computers using Your IP address from accessing SVPSL website]; and / or
- 9.2.5. [contact any or all of Your internet service providers and request that they block Your access to SVPSL website]; and / or
- 9.2.6. Commence legal action against You, whether for breach of contract or otherwise; and / or
- 9.2.7. [suspend or delete Your account on SVPSL website].
- 9.3. Where SVPSL suspend or prohibit or block Your access to SVPSL website or a part of SVPSL website, You must not take any action to circumvent such suspension or prohibition or blocking [(including without limitation [creating and/or using a different account])].
10. Miscellaneous
- 10.1. Assignment
- 10.1.1. You hereby agree that SVPSL may assign, transfer, sub-contract or otherwise deal with SVPSL rights and/or obligations in any manner under these terms and conditions.
- 10.1.2. You may not without SVPSL prior written consent assigns, transfer, sub-contract or otherwise deal with any of Your rights and/or obligations under these terms and conditions.
- 10.2. Severability
- 10.2.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

- 10.2.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- 10.3. Third party rights
- 10.3.1. This is a legally enforceable contract under these terms and conditions by and between SVPSL and You; for both the parties' collective benefit, and is not intended to benefit or be enforceable by any third party.
- 10.3.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.
- 10.4. Entire agreement
- 10.4.1. Subject to the various Section(s) of this Terms of Uses, these terms and conditions, [together with [Terms of Use and Privacy Policy, Terms of Sale etc.],] shall constitute the entire agreement between You and SVPSL in relation to Your use of SVPSL website.
- 10.5. INDEMNITY
- 10.5.1. You agree to indemnify, defend and hold harmless [www.smartdirect.in], its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from Your use this Website or Your breach of any terms and condition of Terms of Uses together with Terms and Condition of Sale and Privacy Policy, Terms of Sale etc..
- 10.6. VARIATION
- 10.6.1. [www.smartdirect.in] shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.
- 10.7. INVALIDITY
- 10.7.1. If any part or any terms and condition of Terms of Uses together with Privacy Policy, Terms of Sale etc. is unenforceable (including any provision in which we exclude our liability to You) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, You agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.
- 10.8. WAIVER
- 10.8.1. 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.
- 10.9. E-MAIL CONTENTS
- 10.9.1. The company will not disclose to third parties the private e-mail communications that are being transmitted using SVPSL services, except as required to operate the service or as otherwise authorized by law.
- 10.9.2. SVPSL will never request sensitive personal information through email. Do not respond to e-mails requesting credit information, account numbers, passwords or PINs. Call the company to verify the legitimacy of such e-mail.

STATUTORY AND REGULATORY DISCLOSURES

SVPSL is duly registered company under Indian Companies Act 1956, vide corporate identification number is U50300DL2006PLC191355.

This website is owned and operated by SVPSL under the domain name i.e., www.smartdirect.in

SVPSL having its registered office at M-17, Second Floor Lajpat Nagar-II New Delhi South Delhi- DELHI 110024 INDIA.

You may contact SVPSL:

By post, using this postal address- M-17, Second Floor, Lajpat Nagar-II, South Delhi- New Delhi, Pin Code-110024;

Or may contact at 1800-200-1122 & 0124 – 4784784
(Between 09:00 a.m. to 06:30 p.m., Monday to Saturday);
Or may write an E-mail at support@svpsl.in.