

Terms of Use

Mera Bizness Card, a digital business card is a Product created, owned and distributed by Mera Bizness Card, Udaipur, the Vendor through its Website www.merabiznesscard.com, which shall be governed by these Terms of Use. The Vendor insists upon your prior perusal and understanding of the same, and informs you that your access or use of the Website shall automatically signify your consent to be bound by the Terms of Use, since the same constitutes an electronic record defined under the laws prevailing in the Republic of India, and having been generated by a computer system does not require physical or personalized digital signatures for its authentication and enforcement.

Registration

The Product can be accessed by creating an Account on the Website by setting up your personal information including your name, Email Id, physical address, phone number, Login Id and password, and upon complying with the primary contact verification process

It shall be deemed to have been undertaken by you that the information provided, belongs to you and is not false, fraudulent or illegal.

It shall solely be your responsibility to protect your Account credentials, and any use, misuse or abuse of your the same shall be attributable to you.

In the event where any unauthorised access or operation of your Account comes to your knowledge, you shall promptly report the same to the Vendor.

The Account shall be operated only by the person whose personal information has been entered in the same, and it shall enable the said person to avail only one Product per Account.

The Vendor reserves its right to refuse your Registration and creation of your Account, at its discretion.

Subscription

The Product can be created, modified and used by [subscribing to Plans](#) offered by the Vendor from time to time, currently being:

Free Trial: For a period of five (7) days from the date of Registration for the first time, at no cost.

Annual: For a period of three (3) year from the date of Subscription, at a Subscription Fee of Rs. 950/-.

The Subscription Fee of opted Plan shall be payable by you at the beginning of Subscription or (in case of) modification / renewal through either of the modes or payment prescribed by the Vendor from time to time.

The Subscription once opted shall be non-transferrable and the Subscription Fee once paid shall be non-refundable, under any circumstances.

The Vendor reserves its right to change the Subscription Fee at any point of time without issuing any prior notice, however, such change shall not affect the existing Subscription (if any) until its expiry.

The Subscription shall be considered valid only through your compliance of the Indian Contract Act, 1872, including your competence in terms of majority of age, soundness of mind, solvency and legality of your Registration, Subscription and / or Use of the Product.

The Subscription shall not survive through and beyond suspension, winding up or dissolution of the Vendor, and / or discontinuation of the Product.

The Vendor reserves its right to refuse your Subscription, at its discretion.

Features

[The Features](#) of the Product shall remain consistent for all the Subscription Plan, however, the Vendor may change such arrangement, at its discretion.

The Product and / or its Features may be updated, upgraded and / or modified by the Vendor if such need arises to the satisfaction of Vendor, and at its discretion.

The Vendor shall endeavor to acknowledge your requests / suggestions towards updation, up gradation and / or modification of the Product and / or its Features; however, it shall not be bound to effect the same unless satisfied of need to do so.

Any update, upgrade and / or modification in the Product and / or its Features during the period of Subscription shall be made available to you at no additional fee, however, the Vendor may at its discretion offer the same (or part thereof) to you at your option of purchase.

The Vendor does not endorse, ratify or mandate availing of all, some or none of the Features of the Product, and the same shall remain your personal choice.

The Features of the Product can be deployed to create, modify or delete the same, at your discretion and to your satisfaction.

Services

The Vendor shall provide facilitating, ancillary and troubleshooting services consequential to your Subscription of the Product, at no cost.

The Vendor shall endeavour to provide such services promptly upon your raising of such requirement, however, it shall not be bound to effect the same unless satisfied of the need and / or its own resourcefulness to do so.

The Vendor however does not permit services to be availed from any third party(ies) towards the Product, without prior written consent of the Vendor.

The Vendor also provides an optional Combo service of Share Digital Card with a Website designed as per your requirements, bearing an endorsement of Vendor.

The Vendor also provides an optional service of Google Advertisements, and you may avail the same to your satisfaction, however, the results of which shall remain subject to independent services by Google.

Use and conduct

The Product warrants your responsible, prudent, and non-tortious conduct in its Registration, Subscription and / or use.

The Registration and Subscription of the Product creates a relationship of license between the Vendor (being licensor) and you (being licensee) for you to Use the same, limited by the Terms of Use.

The license of the Product does not create any right, privilege or warranty in your favour and over or against the Product or the Vendor.

The license of the Product prohibits you from misusing and / or abusing the same for any purpose that is or may become illegal in the eyes of law, against the public policy and / or the Terms of Use.

Content

The content of the Account, Subscription and the Product is and shall remain the Intellectual Property of the Vendor including but not limited to its Name, Trademark(s), Copyright(s),

Logo(s), Design(s), Patent(s), Source Code(s), Plans, Features, layouts, themes, strategies, models, texts, images, videos, etc.

The Subscription of the Product does not and shall not create, transfer or imply any right over the Intellectual Property of the Vendor, in your favour to use, misuse, abuse, share, plagiarize, reproduce, duplicate, sell or otherwise exploit the same without prior written consent of the Vendor.

The information received by you of and about the Product or the Vendor, through Registration, Subscription or otherwise, including Intellectual Property of the Vendor, shall be the Confidential Information of the Vendor, and you shall not disclose, share or otherwise exploit the same without prior written consent of the Vendor.

It shall be your duty to promptly inform the Vendor about any infringement of Intellectual Property Rights of the Vendor or any breach of confidentiality of its Confidential Information at your behest or to your knowledge, and you shall extend your cooperation to the Vendor in redressing the same by due process of law.

The Vendor does not claim any ownership over the Intellectual Property and Confidential Information of its account-holders, subscribers and third party(ies), and any such content uploaded upon the Product shall be governed by the [Privacy Policy](#).

Renewal, Modification, Cancellation and Termination of Subscription

You may, during the period of Subscription or upon or after its expiry, and upon duly informing the Vendor: o Renew your Subscription by paying the Subscription Fee of Plan opted for renewal; o Modify your Subscription by paying the difference of Subscription Fee in case of up-scaling of the Plan; o Modify your Subscription by waiving off the difference of paid Subscription Fee in case of down-scaling of the Plan; or, o Cancel your Subscription by waiving off the Subscription Fee already paid.

The Vendor may, on just cause, at its sole discretion and upon duly informing you, terminate your Subscription.

In case of your Subscription having been expired, cancelled or terminated, your Account, Product and all the consequential data may be retained at discretion of the Vendor for a subsequent period of 7 days to facilitate its disposal at your end, after which the same shall be deleted without issuing you any prior notice.

The Vendor reserves its right to refuse renewal and modification of your Subscription at its discretion.

Deactivation and Deletion of Account

You may, during the period of Subscription or upon or after its expiry, and upon duly informing the Vendor:

Deactivate your Account temporarily and then reactivate it; or,

Delete your Account permanently and forfeit your Registration.

The Vendor may, upon just cause, at its sole discretion and upon duly informing you, temporarily deactivate or permanently delete your Account and effect forfeiture of your Registration.

In the event where you keep your Account deactivated for a continuous period of 1 year or if the same is deleted by you or the Vendor, your personal information entered into the said Account shall be retained for a period of subsequent 7 days to facilitate its disposal at your end, after which the same shall be deleted without issuing you any prior notice.

The Vendor reserves its right to refuse reactivation of your Account, and to refuse Registration and creation of new Account after deletion of your Account, at its discretion.

Discretion

The Vendor may, at its sole discretion, alter, remove, restrict, suspend or terminate access, usage, feature and / or service of the Product, or may amend and enforce amendment(s) of the Terms of Use as it may deem fit, without any prior notice to you; and it shall be your responsibility to keep yourself conversant with the same to ensure your pragmatic compliance of the Terms of Use.

Disclaimer

The Vendor shall not be liable for any loss(es) caused due to your lack of diligence, vigilance or prudence in Registration, Subscription and / or Use of the Product.

The Vendor shall not be liable for any loss(es) caused due to your lack of accuracy, authenticity, correctness, validity and legality of information that you enter for Registration, Subscription and / or Use of the Product.

The Vendor shall not be responsible for removing, remedying or troubleshooting unauthorized and / or unlawful use of your Account, Subscription and / or Product, and shall not be liable for any loss(es) caused due to the same.

The Vendor shall not be liable for any loss(es) caused due to disruption of Registration, Subscription or Use of the Product owing to causes beyond its control including but not limited to maintenance, power failure, server malfunction, content loss, misuse or abuse, unwarranted access gained by hackers, viruses or like infiltrators, force majeure, etc.

The Vendor shall not be liable for any loss(es) caused due to human error and error of belief, opinion or judgment.

The Product provides Features for your availing by personal choice, and the Vendor shall not be responsible for any loss(es) caused due to such availing of the same.

The Product may provide access to products / services for your availing, offered by third party(ies) which are not under the control of Vendor, and the Vendor shall not be liable for any loss(es) caused due to such access and availing of the same.

The Vendor shall likewise not be liable to any third party(ies) for any loss(es) caused to such third party(ies) owing to any action or omission on your part during, out of the course of, or in consequence of Registration, Subscription and / or Use of the Product.

The Vendor shall not be liable for any loss(es) caused to your equipment or facilities utilized for Registration, Subscription and / or Use of the Product.

The Vendor shall not be liable for any loss(es) caused as a consequence of any action or omission at the behest of any person, entity or bot representing the Vendor without due authorization from the Vendor.

The Vendor shall not represent, ratify or defend you in any claim or complaint made against you owing to any action or omission on your part during, out of the course of, or in consequence of your Registration, Subscription or Use of the Product; and / or in violation of the Terms of Use.

Liability and Indemnification

You shall solely be liable for, and shall indemnify, defend and hold the Vendor harmless for any loss(es) caused to you, to any third party(ies), or to the Vendor; or for any consequential loss(es); or for such loss(es) that may be saddled upon the Vendor, owing to any action or omission on your part during, out of the course of, or in consequence of your Registration, Subscription or Use of the Product; and / or in violation of the Terms of Use.

Dispute Redressal

Any dispute arising out of or in connection with the Registration, Subscription or Use of the Product; and / or in violation of the Terms of Use, shall be communicated by the aggrieved party to the other party within three (3) days of occurrence of such grievance, upon which

the parties shall endeavour to resolve the same amicably within subsequent 15 days, however, if such dispute is not so resolved, then either party may initiate Arbitration proceedings for redressal of such dispute by serving the other party with a Notice of 15 days to that effect, and the Vendor shall accordingly appoint a sole Arbitrator to govern the Arbitral Tribunal at Mumbai, India, as per the Indian Arbitration and Conciliation Act, 1996.

Governing Law and Jurisdiction

The Terms of Use, and the aforementioned process of dispute redressal shall be governed by the laws prevailing in the Republic of India, being subject to the jurisdiction for the purposes of enforcement, intervention and execution of the said process vested in the Courts at Mumbai, India.

Contact:

The official contact information of the Vendor for all purposes shall be its Email Id – Hello@merabusinesscard.com.