

Terms and Conditions of Use

This Terms of Service (the "ToS" or "Agreement") Website / Applies with respect to the usage of the services (the "Greenervest Website / Website / App") offered by Greenervest Private Limited (the "Company"), a company incorporated under the laws of India, and having its registered office at

Your usage of the " Website / App" is subject to your explicit acceptance of these ToS and the attached Privacy Policy (the "PP"). Your acceptance of the same will irrevocably and unconditionally bind you to comply with and abide by all the obligations and conditions stipulated herein (unless otherwise explicitly made optional). After your initial confirmation/consent, You will be assumed to continue consenting to these ToS until you explicitly withdraw your consent by notifying the Company of the same in writing. These ToS supersede all previous oral and written terms and conditions (if any) and shall act as a binding Agreement between the Company and You.

IF YOU DO NOT AGREE TO BE BOUND BY ALL CONDITIONS/CLAUSES CAPTURED IN THESE TOS, PLEASE DO NOT USE THE PLATFORM OR SERVICES.

1. Definitions

1. "Platform" shall mean the website, dashboard, the "Greenervest Website / App" and Android / Website / Apple Mobile libraries, and any other platform which may allow you to access and/or use the "Greenervest Website / App" via any other device/medium;
2. "Company," "we," "us," or "our" includes any other companies that are the Company's subsidiaries and affiliates.
3. "Greenervest Website / App" means and includes all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets, Documentation, Report Templates, and other technologies and information acquired, created, developed or licensed independently by us, prior to or outside the scope of this ToS and any

improvement, modification, extension or other derivative works thereof and all intellectual property rights thereto. "Greenervest Website / App" excludes all Customer Data;

4. "Customer Data" means all electronic data, information, or other content (including information pertaining to End-Users and the content of any Messages), submitted or provided by or on behalf of a Customer to be stored, collected or processed by us in connection with a Customer's authorised use of the "Greenervest Website / App";
5. "Data Point" or "Event" means a session start, session end, custom event, purchase recorded, or any other custom recording (a billable event) on the Greenervest Website / App Service. For the sake of clarity, data and events automatically collected by the Greenervest Website / App Services including, for example, push tokens, device information, location data and all campaign engagement tracking events, such as email opens and push notification clicks, are not counted as Data Points
6. "Documentation" means the implementation guides, help information and other user documentation regarding the Greenervest Website / App Service that is provided or made available by us to a Customer in electronic or other form;
7. "End User" means any user of the Customer's platforms, goods, services, or Website / Applications;
8. "Message" means any communication made by a Customer with an End-User via the Greenervest Website / App Services, whether by email, SMS, push notification, web push notification, on-site notification, or in-Website / App notifications;
9. "Monthly Active Users" or "MAU" shall mean the number of End-Users who have recorded any Data Point or Event on a Customer Website / Application/website, during the relevant billing period
10. "Report Template" means the content, formatting, look and feel of the templates used for the reports, charts, graphs and other presentation in

which the Customer Data (whether in the form of raw data or in an analysed format) are provided to the Customer (whether on a Platform or as exported data). It is hereby clarified that any and all data contained in any Report Templates provided by us shall fall within the purview of Customer Data, and Greenervest Website / App shall have no title, rights, ownership or obligations with respect to the same;

11. "Greenervest Website / App Libraries" or "Greenervest Website / App Code" shall mean the code developed, owned, maintained and provided by us, and to be installed on our Customers' websites and mobile Website / Applications for the purposes of accessing and using the Greenervest Website / App Services;

12. "You" or "Customer" shall mean any customer of Greenervest Website / App, or his/her representatives or affiliates who are permitted to use the Greenervest Website / App Services;

2. Updation of Terms

1. These ToS may be updated, amended, modified or revised by us from time to time. Each such updation or modification to the ToS will be communicated to You via email, and You will be required to give your separate consent to each such revised version to be able to continue to use the Greenervest Website / App Services. As a best practice, we encourage You to refer to these ToS from time to time to ensure that You are aware of any additions, revisions, amendments or modifications that we may have made.

3. Service(s) provided to Customers

1. The Company provides an array of features and functionalities to its Customer, which then enable its Customers' engagement with their End-users. These features include, inter alia:

1. End-User behaviour tracking and analytics;
2. Customised engagement with End-Users via multiple Messaging channels;

3. Personalization of Messaging and content delivered to the End-Users;
4. End-User segmentation and classification depending on activity, behaviour etc.

2. The Company reserves the right, in its sole discretion, to add, change, suspend, or discontinue all or any part of the Greenervest Website / App Services at any time by posting a notice on the Platform and by sending You an email. Your continued use of Greenervest Website / App Services following the posting of any changes to the same (including the addition or removal of features) constitutes Your acceptance of those changes. Any information You provide to us for the purposes of registering and setting up your account (as specified below) shall be considered as accurate, complete and updated. You are solely responsible for the activity that occurs on Your account (including those of other authorised to access and operate your account) and for maintaining the security of your account and any information You input. We are not responsible for the accuracy or legitimacy of any information, data, or Customer Data uploaded, posted, or downloaded by you or any of your employees/agents on the Platform during your usage of the services. For the purposes of clarity, as long as your account is accessed with the correct username and password and unless you notify us of any unauthorised access, the Company is not and will not be responsible for verifying the nature of the individual/entity accessing your account, including if that person exports/downloads any Customer Data, and then shares the same with any third-party.

4. Registration and Account Integrity

1. As part of the registration process, you will need to accept our ToS and PP, and also provide us with your name (or the name of your organization/company) and your email ID. You will be required to create a password in order to secure and limit access to your account. We do not

have access to and do not at any time request you to provide us with access to your password, unless you have given us explicit written permission to access your account pursuant to a request for assistance or support.

2. It is Your responsibility to ensure that the information You provide is accurate, secure, and not misleading. You cannot create an account username and password using (i) the names and information of another person; or (ii) using words that are the trademarks or the property of another party (including ours); or (iii) words that are vulgar, obscene or in any other way inWebsite / Appropriate. At the time of creation and each time you access your account thereafter, we track your IP address solely for the purposes of determining the geographical location from which you are accessing the Platform.

5. Use of Your Information and Content

1. All Customer Data that you create, transmit, transfer to us, submit, display or otherwise make available while using the Greenervest Website / App Services, should only be information that You own or have the right to use or share (as may be Website / Applicable). If you transfer any End-User information or data to us (including any End-User PII), we will assume that you have informed the End-User and procured the necessary consent for such transferring, sharing, processing and/or using the information in the way envisaged under the Greenervest Website / App Services (including for the purposes of sending Messages). Such End-User information may include:

1. Location data;
2. Device details and status (used by the End-User to access your Website / Application and/or website);
3. Session information;
4. Acquisition details;

5. End-User activity like email opens, clicks, items viewed, items purchased etc. and any other activity that you track as per your business use cases;
 6. End-User details like name, email ID, phone number, gender, etc. and any other attributes specific to the business like Total Purchases, Order status etc.
2. We may use the above information for as long as your account is active and in use, and only as specified/permitted by our Privacy Policy and by Website / Applicable law. For example, we will never share personally identifiable information pertaining to You or your End-Users, without the relevant prior explicit disclosure and permission.
 3. While we make commercially reasonable efforts to ensure that the data stored on our servers is persistent and always available to our Customers, we will not be responsible in the event of failure of the third-party servers or any other factors outside our reasonable control, that may cause the Customer Data to be permanently deleted, irretrievable, or temporarily inaccessible.

6. Third Party Services

1. We use multiple third-party service providers in order to power and provide you with the Greenervest Website / App Services. In this process, we share the Customer Data with some of the third-party service providers, as is necessary to enable them to provide the requisite services. We will attempt to ensure that all our third-party service providers are bound by and adhere to the same obligations of confidentiality and data privacy as we guarantee to You.
2. Further, in the course of using the Greenervest Website / App Services you may integrate and use certain third-party services along with the Greenervest Website / App Services, such as sending Messages via SMS and/or email service providers to your End-Users. You understand and agree that you have an independent engagement and legal relationship

with such third-party service providers, and any action, inaction, breach, fault, delay, omission or other incident involving such third-parties shall be your sole liability and responsibility, and you shall not engage or involve the Company in such situation in any way.

7. Rules and Conduct

1. As a condition of use, You promise not to use the service for any purpose that is prohibited by the ToS, by law, or other rules or policies implemented by us from time to time. The Greenervest Website / App Service and Greenervest Website / App Data is provided only for Your own personal, non-commercial use.
2. By way of example, and not as a limitation, You shall not (and shall not permit any third party to) take any action that: (i) would constitute a violation of any Website / Applicable law, rule or regulation; (ii) infringes on any intellectual property or other right of any other person or entity; (iii) is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, offensive, or profane; or (iv) impersonates any person or entity
3. Furthermore, You shall not (directly or indirectly): (i) take any action that imposes or may impose an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the services; (iii) bypass any measures we may use to prevent or restrict access to the Greenervest Website / App Service (or parts thereof); (iv) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform, except to the limited extent Website / Applicable laws specifically prohibit such restriction; (v) modify, translate, or otherwise create derivative works of any part of the Greenervest Website / App Services or the Platform; or (vi) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that You receive hereunder.

8. Content Ownership and Copyright Conditions of Access

1. Your copying, distributing, displaying, reproducing, modifying, or in any other way using of the Greenervest Website / App Content in any manner not specified in these ToS, will be a violation of copyright and other intellectual property rights and Company reserves its rights under Website / Applicable law accordingly. We reserve all rights, title, and ownership in and to the Greenervest Website / App Content.
2. You will at all times remain the complete owner and retain all rights and title in and to the Customer Data. This includes assuming liability and responsibility in cases where the Customer Data breaches any conditions of confidentiality, any intellectual property rights, or any other third-party rights.

9. Reviews and Feedback

1. You agree that we may contact You through telephone, email, SMS, or any other electronic means of communication for the purpose of:
 1. Obtaining feedback in relation to Platform or Greenervest Website / App; and/or
 2. Resolving any complaints, information, or queries received from you regarding the same;
2. and you agree to provide your fullest cooperation further to such communication by Company.

10. Rights and Obligation relating to the Content

1. You are prohibited from:
 1. Exceeding the authorised number of MAU, or your allotted monthly Event volume (as may be specified/decided in accordance with the fee plan chosen by you);
 2. violating or attempting to violate the integrity or security of the Platform or any content thereof;

3. transmitting any information (including messages and hyperlinks) on or through the Platform that is disruptive or competitive to the provision of our services;
 4. intentionally submitting on the Platform any incomplete, false or inaccurate information;
 5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots etc.) to navigate or search the Platform;
 6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Platform;
 7. copying or duplicating in any manner any of the Greenervest Website / App Content or other information available from the Platform;
 8. circumventing or disabling any digital rights management, usage rules, or other security features of the Platform.
2. The Company shall, upon obtaining knowledge by itself or been brought to actual knowledge in writing or through email about any breach of the above conditions, may temporarily suspend/delete your account, impose penalties, or take any other actions that the Company may deem fit. We shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes or as may be required by Website / Applicable law.
 3. In case of non-compliance with any Website / Applicable laws, rules or regulations, or this ToS/PP by a Customer, we shall have the right to immediately terminate Your access or usage rights to the Platform and to remove non-compliant information from the same.

11. Support

1. The Company offers email-based/online support and query-resolution tools. You may access support resources or contact our support by

emailing at legal@Greenervest Website / App.com. The Company shall use commercially reasonable best efforts to respond to Your request for support, or to fix any problems You may be having, as is Website / Applicable. Any suggestions by the Company to You regarding use of Greenervest Website / App/the Platform shall not be construed as a warranty.

12. Termination

1. The Company reserves the right to suspend or terminate Your access to the Platform and the services with or without notice and to exercise any other remedy available under law, in cases where,
 1. You are in breach of any terms and conditions of this ToS;
 2. The Company is unable to verify or authenticate any information provided to Company by You;
 3. The Company has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on your part; or
2. Once temporarily suspended, indefinitely suspended or terminated, You may not continue to use the Platform under the same account, a different account or re-register under a new account. The Company shall destroy and/or delete all the data and other information related to your account within 14 days of the date of termination. All provisions of the ToS, which by their nature should survive termination, shall survive termination, including without limitation, warranty disclaimers, indemnity and limitations of liability.

13. Disclaimer

1. THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF

TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS AND PARTNERS DO NOT WARRANT THAT: (A) THE Greenervest Website / App SERVICES AND THE PLATFORM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE PLATFORM WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE PLATFORM AND THE SERVICES IS SOLELY AT YOUR OWN RISK.

14. Indemnification

1. You shall defend, indemnify, and hold harmless the Company, its affiliates/subsidiaries/joint venture partners and each of its, and its affiliates'/subsidiaries/JV partners' employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) Your use or misuse of, or access to, the Platform and Greenervest Website / App; or (ii) Your violation of the Terms of Use or any Website / Applicable law, contract, policy, regulation or other obligation. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with us in connection therewith.

15. Limitation of Liability

1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY (NOR ITS DIRECTORS, EMPLOYEES, AGENTS, SPONSORS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS OR RESELLERS,) BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER

LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, LOSS OF GOODWILL OR OPPORTUNITY, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; OR (II) FOR YOUR RELIANCE ON THE SERVICE; OR (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE INR [●]/-; OR (IV) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE AFOREMENTIONED DAMAGES.

16. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of India without regard to the conflict of laws provisions thereof. All claims, differences and disputes arising under or in connection with or in relation hereto the Platform, the ToS or any transactions entered into on or through the Platform shall be subject to the exclusive jurisdiction of the courts at Bangalore, Karnataka India and You hereby accede to and accept the jurisdiction of such courts.

17. Miscellaneous

1. The ToS are the entire agreement between You and the Company with respect to Greenervest Website / App, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and Company with respect to the same. If any provision of the ToS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the ToS will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. The ToS are personal to You, and are not assignable or transferable by You except with Company's prior written consent.

Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the ToS and neither party has any authority of any kind to bind the other in any respect. All notices under the ToS will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or two days after it is sent, if sent for next day delivery by recognized overnight delivery service.

18. Contact

1. If You have any questions regarding the Platform or the Greenervest Website / App Services, please contact us at intro@greenervest.com. You may reach out to our Data Protection Officer, on the above email address.

By clicking "Accept All Cookies", you agree to the storing of cookies on your device to enhance site navigation, analyse site usage, and assist in our marketing efforts.