

Terms And Conditions

Last updated: February 18, 2022

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Application means the software program provided by the Company downloaded by You on any electronic device, named Marvinno.

Application Store means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Country refers to: Delhi, India

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Marvinno Technologies LLP, Vishwas Nagar, Delhi-110032, India.

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Service refers to the Application or the Website or both.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement has been created with the help of the Terms and Conditions Template.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to Marvinno, accessible from <http://www.marvinno.in>

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Disclaimer

Please read all the instructions carefully before starting the installation process. Marvinno Technologies doesn't take any responsibility or provide any warranty for the faulty installed products.

Warranty Notice

Limited Warranty All Marvinno products comes with 12 month warranty from the date of purchase which covers defects in materials and quality under normal use of the Product (the "Warranty Period"). The terms and conditions of this limited 12 months warranty are as follows: This warranty for Marvinno Smart Automation Device (the "Device") is provided by the entity set forth below. The provider of this warranty is sometimes referred to herein as "We". We warrant the Device against defects in materials and workmanship under

ordinary consumer use for one year from the state of original retail purchase. During this warranty period, if a defect arises in the Device, and you follow the instructions and file a request, we will either send a technician or you have to return the device, we will, at our option, to extent permitted by law, either (I) repair the Device using either new or refurbished parts, (ii) replace the Device with a new or refurbished Device that is equivalent to the Device that is to be replaced, (iii) refund to you all or part of the purchased price of the Device. This limited warranty applied, to be extended permitted by the law, to any repair, replacement part of replacement device for the remainder of the original warranty period or for thirty days, whichever period is longer. All replaced part and Devices for which is refund is given shall become our property. This limited warranty applied only to hardware components of the device that are not subjected to any physical damage, accidents, liquid damage, faulty connection by unlicensed / unauthorized electrician or person, misuse of device, abuse or improper handling of device, neglect, fire or other external causes, alterations, unauthorized repairs or commercial use.

Instructions

For specific instructions about how to obtain warranty services for your devices, please contact customer care or contact customer service by clicking “Contact Us” section on the www.marvinno.in/contactus. You will be guided further by our team.

Warranty doesn't cover

Warranty will be void if the product seal / serial number sticker is broken, burnt or physically damaged. • Glass panel, Power adaptors, batteries, do not cover under warranty. Products burned or broken down by any means will not cover under the warranty. • To file for a warranty claim, please take photographs showing the damage to your product from various angles, for us to conduct a proper assessment of your warranty claim. Please write a brief description explaining how the damage occurred to the product, along with your phone number and complete shipping address. • Please retain a copy of your dated sales receipt for this product to file for a warranty claim. • To send a claim via email contact us at info@marvinno.in. Please write your claim summary in the body of the email and attach digital photographs, also a scanned image of your dated sales receipt. MARVINNO IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF

MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. CERTAIN PARTS & ACCESSORIES. In this policy document, the words “we”, “our”, and “us” refer to Marvinno Technologies, the website <https://www.marvinno.in/> and the Marvinno smartphone application available for Android and iOS platforms (herein after referred to as “MARVINNO”). Marvinno Technologies are defined as Marvinno smart home devices. Usage of Marvinno Technologies, the Website <https://www.marvinno.in/> and the Marvinno App or our services by you, deems you to have accepted the Terms and Conditions listed below, including all its revisions, modifications or deletions while the Marvinno Technologies, Website and App are operational and you are thus bound by the terms and conditions herein. Marvinno reserves the right to make changes to these terms & conditions from time to time without intimation. By usage of the Marvinno Technologies, Website and App or any facility or Service provided by us in any way; or merely browsing on the Website and installing the App, you agree that you have read, understood and agreed to be bound by these Terms & Conditions and our Privacy Policy. All rights, including copyright, in the Marvinno Technologies- Website and App are owned by Marvinno Technologies LLP. MARVINNO is the proprietary trademark of Marvinno Technologies LLP. Any use of the Marvinno Technologies, Website and App or its contents, including copying or storing it in whole or part is prohibited without the permission of MARVINNO. If you have any queries about these terms & conditions please mail us at info@marvinno.in and if you have any queries or have any comments or complaints on or about our Devices, Website and App, please email us at: info@marvinno.in.

Limitations

TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND WE SPECIFICALLY DISCLAIM ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY THE LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE. SOME JURISDICTION DO NOT ALLOW LIMITATIONS ON HOW LONG A STATUTORY OR IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WE ARE NOT

RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING OF ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. IN SOME JURISDICTIONS THE FOREGOING LIMITATIONS DOES NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLECT ACTS AND/OR OMISSIONS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTION DO NOT ALLOW THE EXCLUSION OR ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THIS "LIMITATIONS" SECTION DOES NOT APPLY TO CUSTOMERS IN THE EUROPEAN UNION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. IF YOU ARE A CUSTOMER, YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW, AND THIS LIMITED WARRANTY IS PROVIDED IN ADDITION TO, AND WITHOUT PREJUDICE TO YOUR CONSUMER RIGHTS.

Warranty Provider

If you purchased your Device from marvinno.in or from any e-commerce website or from authorised reseller located in Delhi/NCR or in India, this warranty is provided by Marvinno Technologies LLP.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 10 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or

(iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of

such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: info@marvinno.in