



The domain name [www.mechuni.com](http://www.mechuni.com) (hereinafter referred to as "Website") is owned by Mechanical Unified Private Limited and the owner of mobile application MECHUNI, a company incorporated under the Companies Act, 2013 with its registered office at JSA Towers, 3rd Floor, Indira Nagar II Stage, Hoysala Nagar, Bengaluru, Karnataka 560038.

For the purpose of these terms of use, wherever the context so requires "you", "yourself", "client" or "user" or similar terminology are all in use in reference to the individual user of this Website. The terms "we", "us", "our", "ours" shall refer to Mechuni.

Mechuni provides its services to you subject to the notices, terms, and conditions set forth in this agreement (hereinafter referred to as the "Terms"). In addition, when you use any [www.mechuni.com](http://www.mechuni.com) service or the App, you will be subject to the rules, guidelines, policies, terms, conditions and documents applicable to such service, and they are incorporated into these Terms by this reference.

By mere use of the Website or the App, you shall be contracting with Mechuni and these Terms including the policies represent a binding contract between you and us. Therefore, you should read these Terms carefully before you start to use the Services. Mechuni retains the right to deny access to anyone who we believe has violated any of these Terms.

By using this Website or App, you hereby agree with all the terms and conditions set forth in this agreement and it is binding on you. It is your responsibility to read these terms carefully before you access the Website or the App.

ACCESSING, BROWSING OR OTHERWISE USING THIS WEBSITE INDICATES YOUR AGREEMENT TO THESE TERMS, SO YOU ARE ADVISED TO READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.

#### 1. CHANGE OF THESE TERMS.

Mechuni reserves the unilateral rights to revise these terms from time to time and at any time without providing any intimation to you and in our sole discretion. We will post the new version of these Terms or any policies on this Website and any change or modification to these Terms shall be effective immediately from the date of such upload of the revised Terms on the Website or App. Your continued use of the Website or the App following the modifications to the Terms and policies constitutes your acceptance of the modified terms and conditions whether or not you have read them and shall be binding on you. For this reason, you are advised to frequently review these Terms, and other policies.

#### 2. CHANGES TO WEBSITE OR THE APP.

In order to optimize and improve your experience, we may update the Website or the App from time to time, and may change the content, display or form at any time without prior notice. We do not guarantee that the Website or the App, or any content provided or displayed on it, will be free from errors or omissions. Further, we are under no obligation to update the Website or the App and any of the content provided on it.

#### 3. ELIGIBILITY

You must be 18 (eighteen) years or older and capable of entering into a legally binding agreement (as per the Indian Contract Act, 1872) in order to use Website. If you are under 18 (eighteen) years of age, you may use this Website only with the involvement of a parent or guardian.

#### 4. TERMS OF SERVICES

- i. In order to use Website or App and avail the services, you are required to sign up by creating an account. The account information will not be used for any other purpose except with your prior consent. You must read, agree with and accept all of the terms and conditions contained in these Terms, including the Privacy Policy. You will be responsible for maintaining confidentiality of your account, password, and restricting access to your computer, and you hereby accept responsibility for all activities that occur under your account and Mechuni will not be held liable if there is any misconduct from the user by the use of its account.
- ii. During the registration process you are also required to submit your personal information, which may include information relating to your name, age, gender, mobile device, location etc. You agree that the information provided by you upon registration and at all times thereafter will be true, accurate, current, and complete. You agree to maintain and update this information to keep it true, accurate and complete at all times while using Website and availing the services. You also acknowledge that the information you provide, in any manner whatsoever, is not confidential or proprietary and does not infringe any rights of a third party in whatsoever nature.
- iii. If you are accessing, browsing, and using the Website or App or availing the services on someone else's behalf, you represent that you have the authority to bind that person to all the terms and conditions herein. In the event that the person refuses to be bound as the principal to these Terms, you agree to accept liability for any harm caused by any wrongful use of the Website resulting from such access or use of the Website or App in whatsoever nature.
- iv. If you know or have reason to believe that the security of your account has been breached, you should contact us immediately at the 'Contact Information' provided on the Website. If we have found a breach or suspected breach of the security of your account, we may require you to change your password, temporarily or permanently block or suspend your account without any liability to Mechuni.
- v. Prohibited Uses. You shall not use the Website for any illegal, unlawful, unauthorized or prohibited purposes ("Prohibited Uses") nor may you, in the use of the Website, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws). You will comply with all applicable laws, rules and regulations in your use of the Website. In the event you use Website for any Prohibited Uses, we reserve the right to immediately and without notice, suspend/delete your account and ban you from accessing Website and the App in future.
- vi. We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms are violated or if we decide, in our sole discretion, that it would be in the best interest of Mechuni to do so. You are solely responsible for all contents that you upload, post, email or otherwise transmit via the Website or App. The information provided to us shall be maintained by us in accordance with our Privacy Policy.

#### 5. USER CONTENT.

- i. You retain ownership and sole responsibility for any text, messages, chat communications, billboard postings, software, photos, drawings, graphics, profiles, opinions, ideas, images, videos, audio files or other materials or information posted, uploaded, emailed, transmitted or otherwise made available to the Website <https://www.mechuni.com/>

by you (collectively "User Content"). Therefore, you are responsible for User Content and you must ensure that you have all the rights and permissions needed to use User Content on the Website or App.

- ii. By using the Website or App you grant us a worldwide, perpetual, unrestricted, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit User Content, but only for the limited purposes of providing the services to you and as otherwise permitted by our privacy policies. This license continues even after you stop using our Website. You acknowledge that this license includes the right for us to make User Content available to other users of the Website or App, who may use User Content subject to these Terms.
- iii. You can remove your content by deleting it, however in certain circumstances User Content may not be completely removed, and copies of User Content may continue to exist on the Website. We are not responsible or liable for the removal or deletion of (or failure to remove or delete) any of User Content.
- iv. Mechuni does not endorse or control the User Content transmitted or posted on the Website and therefore, accuracy, integrity or quality of User Content is not guaranteed by Mechuni. You understand that by using the Website, you may be exposed to User Content that is offensive, indecent or objectionable to you. Under no circumstances will Mechuni be liable in any manner whatsoever for any User Content, including without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by you as a result of the use of any User Content.
- v. You hereby waive all rights to any claims against Mechuni for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with User Content.
- vi. By accepting this Agreement, you hereby acknowledge that Mechuni has the right, but not the obligation, in its sole discretion to refuse to post or to remove any User Content and further reserves the right to change, condense, or delete any User Content.

## 6. TERMINATION.

- i. These Terms are effective unless and until terminated by either you or Mechuni.
- ii. You agree that Mechuni, in its sole discretion, for any or no reason, and without penalty or notice, may suspend or terminate your account (or any part thereof) or your use of the Website or App at any time.
- iii. Termination of your account to the Website or App, of total or any portion thereof may take place without any prior notice by Mechuni. And Mechuni will not be held liable for termination of any part to the user.
- iv. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies that Mechuni may have at law or in equity.
- v. Upon termination for any reason of the Terms by either you or Mechuni, you must promptly destroy all materials downloaded or otherwise obtained from this obligation to pay for the product already ordered from the Website or affect any liability that may have arisen under these Terms. Website, as well as all copies of such materials, whether made under the Terms of Use or otherwise. Any such termination of these Terms shall not cancel your obligation to pay for the product already ordered from the Website or affect any liability that may have arisen under these Terms.

## 7. DISCLAIMER OR WARRANTY AND LIMITATION OF LIABILITY.

- i. The Website is presented "as is" and "as available" basis without any warranty or condition, express, implied or statutory. Neither we nor our affiliates, partners, directors, employers, agents, licensors or suppliers make any representations or warranties of any kind whatsoever, express or implied, in connection with these terms and conditions or this Website or any of the content, including but not limited to warranties of merchantability, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.
- ii. You agree that in no event will Mechuni or its affiliates, directors, employees, agents, licensors, partners, suppliers be liable to you for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever) arising out of or relating to:
  - a. these Terms;
  - b. the Website; or
  - c. The App; or
  - d. your use or inability to use the Website or App.
- iii. In no event will Mechuni or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers' total liability to you for all damages, liabilities, losses, and causes of action arising out of or relating to:
  - a. these Terms;
  - b. the Website;
  - c. The App;
  - d. your use or inability to use the Website or App; or
  - e. any other interactions with Mechuni,howsoever caused and whether arising in contract, tort including negligence, warranty or otherwise, exceed the amount paid by you, if any, for using the portion of the Services or Website.
- iv. In no event will Mechuni or any of its contractors, directors, employees, agents, third party partners, licensors or suppliers be liable to you for any losses, damage, liabilities, and causes of action arising out of any act, omission or negligence to which you contributed. Mechuni does not warrant that the access or usage of the Website will be uninterrupted, timely, secure, or error-free.
- v. Mechuni does not warrant that the results that may be obtained from the use of the Website will be accurate or reliable.
- vi. You agree that no claims or action arising out of, or related to, the use of the Website or App or these Terms may be brought by you more than 1 (one) month after the cause of action relating to such claim or action arose. If you have a dispute with us or are dissatisfied with the Website, termination of your use of the Website is your sole remedy. We have no other obligation, liability, or responsibility to you.

## 8. PAYMENT TERM FOR USERS.

For online payment through website or the app, the user will be directed for payment through payment gateway / third party payment gateway on the Mechuni Website or the App.

- i. If you choose to pay online, you may be directed to a third party payment gateway to enable processing of the payment. This transaction will be governed by the terms and conditions and privacy policy of the third party payment gateway. Mechuni shall not be liable (a) if any transaction does not fructify or may not be completed or (b) for any failure on part of the bank or the credit card or the third party site or agency to perform any of its obligations or (c) in respect of any loss or damage arising directly or indirectly arising out of the decline or acceptance of authorization for any transaction, for any reason whatsoever.
- ii. **REFUND POLICY.**
  - a. The user will be refunded the entire amount back if the Mechuni employee fails to present himself when an appointment is taken by the user and does not respond to the user for the next appointment.
  - b. The user will be refunded the entire amount back if the appointment is cancelled before 1 hour of the scheduled booking but Mechuni will not be liable to give refund if the user fails to cancel the appointment as per the terms of this Agreement.
  - c. Mechuni shall not be liable to give refund if the user wishes to re-schedule the booked appointment before 1 hour of the scheduled appointment and schedules the booking on any next date.
  - d. The user will not be refunded with the entire amount if there is cancellation of appointment by the user or if the user is not ready to follow any instructions given by Mechuni or if the user is not residing at his place of residence when the Mechuni employee visits the place as communicated by the user.
  - e. The user will be refunded the entire paid amount if it is found that any materials supplied to the user is defective, missing or has been damaged properly.
  - f. The user shall not be refunded back any amount, if he has failed to comply with the conditions put up by Mechuni under this Agreement.

iii. **CANCELLATION POLICY:**

In case cancellation is initiation by end user:

- a. If the user chooses a monthly subscription and wishes to terminate it during the validity of the subscription then Mechuni shall impose a penalty on the user of 20% on the remaining days left of subscription and the user should be complying with the same.
- b. In case Cancellation is initiated by the Mechuni Employee, then the user will be entitled with the entire refund.

**9. INDEMNIFICATION.**

You hereby agree and hold that Mechuni and its affiliates, contractors, employees, officers, directors, agents and third party partners harmless from any and all claims, losses, damages, liabilities, costs and expenses, including without limitation, legal fees and expenses, caused by or arising out of claims based upon your actions or inactions or related to your use or misuse of the Website, any violation of these Terms or any of the covenants made by you herein, which may result in any loss or liability to Mechuni or any third party.

**10. INTELLECTUAL PROPERTY RIGHTS.**

All material and content on the Website or App, including images, illustrations, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is our property, or the property of our affiliates or content suppliers, and is protected by Indian law, including copyright, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. The compilation of all content on Website is our exclusive property, and is protected by laws of India. You hereby agree to not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

**11. LICENSE TO USE WEBSITE.**

- i. We grant you a limited license to access and make personal use of Website or App, but not to modify it, or any portion of it, except with our written consent. This license does not include any resale or commercial use of the Website or App or its contents; any derivative use of the Website or App or its contents; any downloading or copying of account information for the benefit of another user, or any use of data mining, robots or similar data gathering and extraction tools.
- ii. Website or App or any portion thereof (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 without our express written consent.

**12. PRIVACY**

By using the Website, you agree to our Privacy Policy [www.mechuni.com](http://www.mechuni.com), the terms of which are incorporated into, and form a crucial part of, these Terms. Our Privacy Policy sets out the terms on which we process any personal or financial data we collect from you, or that you provide to us. Our Privacy Policy shall also apply to your use of Website and App and by using the Website or App, you consent to such processing and you warrant that all data provided by you is accurate.

**13. GOVERNING LAW AND JURISDICTION.**

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

**14. CONTACT INFORMATION.**

If a User has any questions concerning the Company, the Website or App, this Agreement, the Services or anything related to any of the foregoing, please write to us at reach us at support +91- 9010154971.



**MechUni**

BUILD A BRIDGE BARELY STANDS