

Terms and Conditions of Godrej Eagle I NXT

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY. BY SUBSCRIPTION ON GODREJ EAGLE I NXT APP, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

Godrej & Boyce Manufacturing Company Limited shall hereinafter be referred to as “Godrej”, “We”, “Us” or “Our”.

1. Notice

Cloud Service is a Godrej service that streams video and audio from selected Godrej products (“Products”). To use Cloud Services, you need a compatible hardware (such as your Products), software (latest version recommended and as required) and Internet access (at your own expense, if any). Our services may be affected by these factors.

These Terms and Conditions (“Terms”) shall govern your use of Godrej’s cloud storage services (“Eagle i NXT Cloud Services”). PLEASE READ THESE TERMS CAREFULLY. If you do not agree with these Terms, please do not use our Eagle i NXT Cloud Services.

These Terms are incorporated into the Godrej Services’ Terms of Service, which also apply when you use our Eagle i NXT Cloud Services and are supplemental to Godrej’s End User License Agreement and Privacy Policy.

2. Privacy

We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your subscription and use of Godrej Eagle i NXT Cloud Services.

3. Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8. No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Godrej.

9. No Third Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

10. Severability

If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

11. Entire Agreement

These Terms and the Terms of Service are the final and integrated agreement between you and us on the matters contained in these Terms.