



1. THE TERMS

- These terms and conditions of use ("Terms of Use" or "Terms") of the website www.fastgrip.in and instances thereof, including any and all related mobile applications ("Website") between FASTGRIP and the users of the Website ("You" or "Your" or "Yourself" or "User") describe the terms on which the Company offers You access to the Website.
- PLEASE READ THE TERMS CAREFULLY BEFORE USING, VIEWING, ACCESSING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. YOUR USE OF THE WEBSITE OR THE SERVICES PROVIDED BY THE WEBSITE SHALL SIGNIFY YOUR UNCONDITIONAL ACCEPTANCE OF THE TERMS AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME.

2. GENERAL

- 2.1. The Website is an Internet based portal owned and operated by FASTGRIP. Use of the Website is offered to You subject to acceptance of all the terms, conditions and notices contained in the Terms, along with any amendments made by the Company at its sole discretion and posted on the Website, including by way of imposing any charge for access to or use of a Service (defined below). By (i) using this Website or any facility or service provided *via* this Website in any way; or (ii) merely browsing the Website, You agree that You have read, understood and agreed to be bound by these Terms and the Privacy Policy available at the homepage.
- 2.2. The Company shall not be required to notify You of any changes made to the Terms. The revised Terms shall be made available on the Website. Your use of the Website is subject to the most current version of the Terms of Use made available on the Website at the time of such use. You are requested to regularly visit the home page www.fastgrip.in to view the most current Terms. You can determine when the Terms were last modified by referring to the "Last Updated" legend above. It shall be Your responsibility to check the Terms periodically for changes. The Company may require You to provide Your consent to the updated Terms in a specified manner before any further use of the Website and the Services. If no such separate consent is sought, Your continued use of the Website will constitute Your acceptance of such changes.

3. SERVICES

- 3.1. Please refer to [Terms of Offer For Sale](#) ("Terms of Offer For Sale"), which are also available on the Website.
- 3.2. Any query or order placed either by Telephone/Telefax/Whatsapp/Social Media/or any such similar form shall be governed and deemed to be liable that the



FAST GRIP

LAST UPDATED (16-07-2019)

Customer shall agree and is in consent to this and above linked Contract terms and agreements.

4. ELIGIBILITY TO USE

- 4.1. In India, persons under 18 years of age are minors. You should be at least 18 (eighteen) years of age to use the Website and purchase any Products or avail any Services through the Website. If You do not conform to the above qualification, You are not permitted to purchase any Products or avail of the Services. You represent that You are of legal age to form a binding contract and are not a person barred from purchasing Products or receiving Services under the applicable laws.
- 4.2. The Company reserves the right to refuse access to the Website, and/or purchase of any the Products and/or use the Services offered at the Website to new Users or to terminate access granted to existing Users at any time for any reason or without providing any reasons.

5. USER ACCOUNT, PASSWORD, AND SECURITY

- 5.1. The Company may make the Products and/or Services available to You only if You have provided FASTGRIP certain required User information and/or created an account ("Account") through an FASTGRIP ID and password or other log-in ID and password (collectively, the "Account Information"). The sale of Products and/or Services may also be subject to procedures for use of the Website, Terms of Offer For Sale, uploaded guide, rules, additional terms of service, or other disclaimer & notices, if any ("Additional Terms"). If there is any conflict between the Terms of Use and the Additional Terms, the Additional Terms shall take precedence in relation to that Products and/or Services.
- 5.2. You will be responsible for maintaining the confidentiality of the Account Information, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify FASTGRIP of any unauthorized use of Your Account Information or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. In the absence of such notification from You, any purchase transaction made on the Website through Your Account and/or in Your name shall be binding on You. FASTGRIP cannot and will not be liable for any loss or damage arising from Your failure to comply with these conditions. You may be held liable for losses incurred by FASTGRIP or any other user of or visitor to the Website due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account Information secure and confidential.
- 5.3. You shall ensure that the Account Information provided by You in the Website's registration form is complete, accurate and up-to-date. Use of another user's Account Information for availing the Services is expressly prohibited.



FAST GRIP

LAST UPDATED (16-07-2019)

- 5.4 If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or FASTGRIP has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FASTGRIP has the right to suspend or terminate Your Account and refuse any and all current or future use of the Website (or any portion thereof).

6. PRICING INFORMATION

- 6.1. FASTGRIP strives to make available Products and Services at the best possible prices and terms. Information relating to pricing of products, terms of purchase of Products, and availing any Services, through the Website, are detailed under the Terms of Offer For Sale.
- 6.2. You agree to provide correct and accurate credit / debit card / net banking/ e-wallet details to the approved payment gateway for purchasing any Products and/or availing Services. You shall not use the credit / debit card which is not lawfully owned by You, i.e. in any transaction, You must use Your own credit / debit card / net banking/ e-wallet. The information provided by You will not be utilized or shared with any third party unless required in relation to fraud verifications or by law, regulation or court order. You will be solely responsible for the security and confidentiality of Your credit / debit card/ net banking/ e-wallet details. FASTGRIP expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of Your credit / debit card/ net banking/ e-wallet.

7. USER OBLIGATIONS

- 7.1. Subject to compliance with the *Terms of Use*, FASTGRIP grants You a non-exclusive, limited privilege to access and use this Website.
- 7.2. You agree to use the Website and the materials provided therein only for purposes that are permitted by: (a) the Terms; and (b) any applicable law, regulation or generally accepted practices or guide in the relevant jurisdictions.
- 7.3. You agree to adhere to all limitations on dissemination, use and reproduction of any materials (such as the Product catalogues) that You will access the Website in accordance with the Terms and particularly Section 8 and 10 below.
- 7.4. You agree not to access (or attempt to access) the Website and the materials or Services by any means other than through the interface that is provided by FASTGRIP. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.



FAST GRIP

LAST UPDATED (16-07-2019)

- 7.5. By accessing or using the Website or Services, You may be exposed to content from other users that You may consider offensive, indecent or otherwise objectionable. FASTGRIP disclaims all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content in the manner prescribed below
- 7.6. If the Website allows You to post and upload any material on the Website, You hereby undertake to ensure that such material is not offensive and is in accordance with applicable laws. Further, You undertake not to:
 - Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
 - Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
 - Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
 - Upload files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
 - Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
 - Engage in any activity that interferes with or disrupts access to the Website (or the servers and networks which are connected to the Website);
 - Attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any FASTGRIP server, or to any of the Product and Services offered on or through the Website, by any illegitimate means (including such as hacking and password mining);
 - Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other customer of FASTGRIP, including any FASTGRIP Account not owned by You, to its source, or exploit the Website or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information;



FAST GRIP

LAST UPDATED (16-07-2019)

- Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
 - Collect or store data about other Users.
 - Use any device or software to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website;
 - Use the Website or any material or Content for any purpose that is unlawful or prohibited by the Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of FASTGRIP or other third parties;
 - Conduct or forward surveys, contests, pyramid schemes or chain letters;
 - Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
 - Violate any code of conduct or other guide, which may be applicable to the Website;
 - Violate any applicable laws or regulations for the time being in force within or outside India;
 - Violate the *Terms* including but not limited to any applicable Additional Terms; and
 - Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
- 7.7. You agree that You are solely responsible to FASTGRIP and to any third party for any breach of Your obligations under the Terms and for the consequences (including any loss or damage which FASTGRIP or its affiliates may incur or suffer) for any such breach.

8. USE OF MATERIALS

- 8.1. Except as expressly indicated to the contrary herein or in any applicable Additional Terms, FASTGRIP hereby grants You a non-exclusive, freely revocable (upon notice from FASTGRIP), non-transferable access to view and print catalogues of Products or any other materials available on the Website, subject to the following conditions:
 - You may access and use the materials solely for personal, informational, and internal purposes, in accordance with the *Terms*;



FAST GRIP

LAST UPDATED (16-07-2019)

- You shall not modify or alter catalogues of Products or any other materials available on the Website; and
 - You may not remove any text, copyright or other proprietary notices contained in the catalogues of Products and Services or any other materials available on the Website.
- 8.2. The rights granted to You as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of the Website are protected by intellectual property rights and shall not be copied or imitated in whole or in part. The catalogues of Products and Services or any other materials available on the Website may be copied or retransmitted unless expressly prohibited by FASTGRIP.
- 8.3. Any software that is available on the Website is the property of FASTGRIP. You shall not use, download or install any software available at the Website, unless otherwise expressly permitted by FASTGRIP.

9. USAGE CONDUCT

- 9.1. You shall solely be responsible for maintaining the necessary computer equipment and Internet connections that may be required to access, use and transact on the Website.
- 9.2. You shall use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website.
- 9.3. FASTGRIP shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly due to any unauthorized transaction effected from Your Account for any reason whatsoever.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The Website and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, images, sounds and music (if any), artwork and computer code (collectively, the "Content") on the Website is owned and controlled by FASTGRIP and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.
- 10.2. The trademarks, logos and service marks displayed on the Website ("Marks") are the property of FASTGRIP s. You are not permitted to use the Marks without the prior consent of FASTGRIP.
- 10.3. FASTGRIP owns all intellectual property rights to the trademark "FASTGRIP" and variants thereof, and the domain name, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models,



FAST GRIP

LAST UPDATED (16-07-2019)

designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

- 10.4. Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from FASTGRIP.

11. DISCLAIMER OF WARRANTIES & LIABILITY

- **YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:**
- 11.1. You shall indemnify, defend and hold harmless FASTGRIP from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by FASTGRIP that arise out of, result from, or may be payable by virtue of, any breach of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms or any Additional Terms applicable to purchase of Products and/or Services, or any violation of the Terms and/or Terms of Offer for Sale or other terms and conditions relating to the use of the Website and the purchase of Products.
- 11.2. In no event shall FASTGRIP, its officers, directors, employees, partners or agents be liable to You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, whether or not foreseeable or whether or not FASTGRIP has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your purchase of the Products and/or availing of any Services herein.
- 11.3. **FASTGRIP WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A CONSEQUENCE OF UNAUTHORIZED USE OF YOUR ACCOUNT OR ACCOUNT INFORMATION OR ANY PRODUCTS OR SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. FASTGRIP SHALL NOT BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED FUNCTIONALITIES, THE PROVISION OF OR FAILURE TO PROVIDE FUNCTIONALITIES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, FUNCTIONALITIES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, FASTGRIP SHALL NOT BE RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE**



FAST GRIP

LAST UPDATED (16-07-2019)

WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. FASTGRIP IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERROR LEADING TO ANY INVALIDITY OF ANY KIND.

- 11.4. NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED IN THESE TERMS, TERMS OF OFFER FOR SALE OR ELSEWHERE, FASTGRIP'S ENTIRE LIABILITY TO YOU SHALL BE LIMITED TO THE AMOUNT OF THE MONEYS PAID BY YOU FOR OR TOWARDS ANY PRODUCT OR SERVICE, IN CONNECTION WITH WHICH THE CLAIM HAS ARISEN, WHICH AMOUNT SHALL BE REFUNDED YOU, IN CASE THE CLAIM IS PROVEN BY AN ORDER OF THE COURT OR ANY COMPETENT AUTHORITY.
- 11.5. IN NO EVENT SHALL FASTGRIP, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, PARTNERS OR SUPPLIERS BE LIABLE TO YOU FOR ANY (1) SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT FASTGRIP HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME, (2) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR (3) ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE WEBSITE, SERVICES OR MATERIALS.
- 11.6. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. VIOLATION OF THE TERMS OF USE

- 12.1. FASTGRIP may, in its sole discretion and without prior notice, terminate Your access to the Website if FASTGRIP determines that You have violated the Terms or Additional Terms or any other duty owed to FASTGRIP. Any violation by You of the Terms will constitute a breach, and will cause irreparable harm to FASTGRIP, for which monetary damages is likely to be inadequate, and You consent to FASTGRIP obtaining any injunctive or equitable relief that FASTGRIP deems necessary or appropriate. These remedies are in addition to any other remedies FASTGRIP may have at law or in equity.

13. TERMINATION



FAST GRIP

LAST UPDATED (16-07-2019)

- 13.1. The Terms will continue to apply until terminated by either You or FASTGRIP as set forth below. If You want to terminate Your agreement with FASTGRIP, You may do so by closing Your Account (if any). However, such termination shall not affect any rights and obligations that result from or resulted from, or are related to Your use of the Website prior to such termination, or any Product purchased by You or any Services availed by You prior to such termination.
- 13.2. FASTGRIP may at its discretion and at any time with or without notice terminate or suspend the Terms without cause or with cause if:
 - 13.2.1. You breach any of the provisions of the *Terms*, the *Privacy Policy* or any other terms, conditions, or policies that may be applicable to You;
 - 13.2.2. FASTGRIP is required to do so by law (for example, where the sale of Products or provision of the Services to You is, or becomes, unlawful or pursuant to a request by a regulatory authority or enforcement /enactment of any laws or regulations);
 - 13.2.3. The sale of Products or provision of the Services to You by FASTGRIP is, in FASTGRIP's opinion, no longer commercially viable;
 - 13.2.4. FASTGRIP has elected to discontinue, with or without reason, access to the Website, providing of any the Services (or any part thereof) either in general or specifically to You;or
 - 13.2.5. For technical or any other reason, termination or suspension may include: (i) removal of access to all or portion of the offerings on the Website or any portion thereof; (ii) deletion of Your materials and / or Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with You or inside Your Account (or any part thereof); and (iii) barring of further use of the Website or providing any Services. FASTGRIP may also delete any content or other materials relating to Your use of the Website.
- 13.3. FASTGRIP shall not be liable to You or any third party for any such termination.
- 13.4. Termination or suspension shall not affect Your liability or obligation arising prior to such termination or suspension.

14. GOVERNING LAW

- 14.1. The Terms and all transactions entered and the relationship between You and FASTGRIP and any mutual claims shall be governed in accordance with the laws of India without reference to any conflict of laws principles.



FAST GRIP

LAST UPDATED (16-07-2019)

- 14.2. All claims, differences and disputes arising under or in connection with or in relation to the Website, the Terms or any transactions entered into on or through the Website shall be subject to the exclusive jurisdiction of the courts at Jaipur District, Rajasthan India and You hereby accede to and accept the jurisdiction of such courts.

15. REPORT ABUSE

- In the event You come across any abuse or violation of the Terms or if You become aware of any objectionable Content on the Website, please report at complaint@fastgrip.in

16. PRIVACY POLICY

- You confirm that you have read and fully understand the Privacy Policy of FASTGRIP in respect of the Website. You further consent that the terms and contents of such Privacy Policy are acceptable to You.

17. NEWSLETTERS AND COMMUNICATIONS

- You hereby expressly agree to receive communications and newsletters from FASTGRIP by SMS and e-mails. You can unsubscribe / opt-out from receiving communications and newsletters from FASTGRIP at any time by following the procedure set forth in the newsletters.

18. GENERAL PROVISIONS

- 18.1. Notice: All notices from FASTGRIP will be served by email to the account designated by you or by general notification on the Website. Any notice to be provided to FASTGRIP pursuant to the Terms should be sent to info@fastgrip.in
- 18.2. Assignment: You cannot assign or otherwise transfer the Terms, or any rights hereunder to any third party. FASTGRIP's rights under the Terms of Use are freely transferable by FASTGRIP to any third parties without the requirement of seeking Your consent.
- 18.3. Severability: If a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, the same shall not affect the provisions of any other portion of the Terms. In any event, such provision shall be enforced to



FAST GRIP

LAST UPDATED (16-07-2019)

the maximum extent permissible so as to give effect to the intent as reflected by that provision.

- 18.4. Waiver: Any failure by FASTGRIP to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.
- 18.5. Feedback and Information: Any feedback You provide to this Website shall be deemed to be non-confidential. FASTGRIP shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of You or of third parties; (ii) FASTGRIP is not under any obligation of confidentiality, express or implied, with respect to the feedback; and (iii) You are not entitled to any compensation or reimbursement of any kind from FASTGRIP for the feedback under any circumstances.
- 18.6. Exactness Not Guaranteed: FASTGRIP tries its best to deliver Products and Services exactly the way they are described on the Website. However, the nature and tendency of natural material based products is that each piece of product is unique in its own way. FASTGRIP hereby disclaims any guarantees of exactness of the finish or appearance of the final Products or Services ordered by the User over and above generally acceptable standards on the same. The quality of the Products, Services, information, or other material purchased or obtained by you through the Website may not meet your expectations.