



Terms and Conditions

Personal Information

IRIS Management Services Pvt Ltd (“IMSPL”) is the owner of the brand **MyFamilyMart** and the mobile app My Family Mart (“The App”). IMSPL respects your privacy. This Privacy Policy provides succinctly the manner your data is collected and used by IMSPL on the App. As a visitor to the App/ Customer you are advised to please read the Privacy Policy carefully. By accessing the services provided by the App you agree to the collection and use of your data by IMSPL in the manner provided in this Privacy Policy.

Services overview

As part of the registration process on the App, IMSPL may collect the following personally identifiable information about you: Name including first and last name, alternate email address, mobile phone number and contact details, Postal code, Demographic profile (like your age, gender, occupation, education, address etc.) and information about the pages on the App you visit/access, the links you click on the App, the number of times you access the page and any such browsing information.

Eligibility

Services of the App would be available to only select geographies in India. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including un-discharged insolvents etc. are not eligible to use the App. If you are a minor i.e. under the age of 18 years but at least 13 years of age you may use the App only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If your age is below 18 years your parents or legal guardians can transact on behalf of you if they are registered users. You are prohibited from purchasing any material which is for adult consumption and the sale of which to minors is prohibited

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Account & Registration Obligations

All shoppers have to register and login for placing orders on the App. You have to keep your account and registration details current and correct for communications related to your purchases from the App. By agreeing to the terms and conditions, the shopper agrees to receive promotional communication and newsletters upon registration. The customer can opt out either by unsubscribing in "My Account" or by contacting the customer service.

Pricing

All the products listed on the App will be sold at MRP unless otherwise specified. The prices mentioned at the time of ordering will be the prices charged on the date of the delivery. Although prices of most of the products do not fluctuate on a daily basis but some of the commodities and fresh food prices do change on a daily basis. In case the prices are higher or lower on the date of delivery not additional charges will be collected or refunded as the case may be at the time of the delivery of the order.

You Agree and Confirm

1. That in the event that a non-delivery occurs on account of a mistake by you (i.e. wrong name or address or any other wrong information) any extra cost incurred by IMSPL for redelivery shall be claimed from you.
2. That you will use the services provided by the App, its affiliates, consultants and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using and transacting on the App.
3. You will provide authentic and true information in all instances where such information is requested of you. IMSPL reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), it has the right in its sole discretion to reject the registration and debar you from using the Services and / or other affiliated Mobile Apps without prior intimation whatsoever.
4. You authorise My Family Mart to contact you for any transactional purposes related to your order/account.
5. That you are accessing the services available on this App and transacting at your sole risk and are using your best and prudent judgment before entering into any transaction through this App.

6. That the address at which delivery of the product ordered by you is to be made will be correct and proper in all respects.
 7. That before placing an order you will check the product description carefully. By placing an order for a product you agree to be bound by the conditions of sale included in the item's description.
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You may not use the App for any of the following purposes:

1. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
 2. Transmitting material that encourages conduct that constitutes a criminal offence or results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
 3. Gaining unauthorized access to other computer systems.
 4. Interfering with any other person's use or enjoyment of the App.
 5. Breaching any applicable laws;
 6. Interfering or disrupting networks or Apps connected to the App.
 7. Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
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Colours

We have made every effort to display the colours of our products that appear on the Mobile App as accurately as possible. However, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

Modification of Terms & Conditions of Service

IMSPL may at any time modify the Terms & Conditions of Use of the Mobile App without any prior notification to you. You can access the latest version of these Terms & Conditions at any given time on the App. You should regularly review the Terms & Conditions on the App. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the Service. However, if you continue to use the Service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this App.

Governing Law and Jurisdiction

This User Agreement shall be construed in accordance with the applicable laws of India. The Courts at Pune shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to an independent arbitrator who will be appointed by IMSPL and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held in Pune. The Court of judicature at Pune alone shall have the jurisdiction and the Laws of India shall apply.

Reviews, Feedback, Submissions

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Indemnity

You agree to defend, indemnify and hold harmless IMSPL, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to IMSPL or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this User Agreement or arising out of the your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

Termination

This User Agreement is effective unless and until terminated by either you or IMSPL. You may terminate this User Agreement at any time, provided that you discontinue any further use of this App. IMSPL may terminate this User Agreement at any time and may do so immediately without notice, and accordingly deny you access to the App, Such termination will be without any liability to IMSPL. Upon any termination of the User Agreement by either you or IMSPL, you must promptly destroy all materials downloaded or otherwise obtained from this App, as well as all copies of such materials, whether made under the User Agreement or otherwise. IMSPL's right to any Comments shall survive any termination of this User Agreement. Any such termination of the User Agreement shall not cancel your obligation to pay for the product already ordered from the Mobile App or affect any liability that may have arisen under the User Agreement.
