

TECH-MATE - Membership General Terms & Conditions

1. Membership Rules

The Tech-Mate membership club card is owned and operated by Techno Gravity Solutions. Each cardholder shall be bound by all the terms and conditions contained herein or in any Tech-Mate Membership Club notifications & updates on www.technogravity.com, and by all applicable laws.

Membership is open to all Individuals aged 10 and above. All interpretations of program Terms and Conditions and benefits, as also the acceptance shall be the sole & absolute discretion of Techno Gravity Solutions.

Members will be issued with a membership identification number and membership card. The use of this number & card is deemed to be acceptance of these terms and conditions to the benefit of Techno Gravity Solutions and all participating establishments. The Tech-Mate card remains the property of Techno Gravity Solutions and must be returned upon request. Misuse of Tech-Mate cards or its associated program benefits may result in termination of membership or withdrawal of benefits without refund.

Only individuals can apply for Tech-Mate Card. Corporations, partnerships, trusts and other entities are not eligible to participate. Each member may only hold one Tech-Mate Card; Tech-Mate cards may not be held jointly. The membership card may not be altered, tampered or modified in any manner. If the Tech-Mate Card is lost or damaged, a new card may be issued at a mentioned cost for replacement. Techno Gravity Solutions is not responsible for stolen or lost membership cards. Replacement policies are applied & members should go through the procedure for the same.

Your membership is personal to you. You are responsible for ensuring that no one uses your membership. Each successful applicant will receive a notification e-mail within 5 days of application and shall receive the Tech-Mate Card within 15 working days after application is confirmed. If the successful applicant does not receive notification or the card within 15 working days, it is the responsibility of the applicant to contact Techno Gravity Solutions to seek assistance.

Techno Gravity Solutions will implement reasonable measures to ensure compliance with its obligations under Privacy laws in relation to personal information of members. Personal information will only be used for the purpose of the Tech-Mate Card verification and by Techno Gravity Solutions' affiliates/partners for marketing and promotion.

2. Using Your Membership

It is the responsibility of the member to check their eligibility for any particular benefit offered. Terms may vary for various associated partners. Terms for individual benefits can be found online at www.technogravity.com

Purchases and sales made as a result of the Tech-Mate Card benefits are solely between the member, as a consumer, and the participating vendor, as a seller of the product or service. Techno Gravity Solutions has no responsibility or obligation with respect to purchases or sales (including no responsibility or obligation for disputes between an individual member and any participating vendor). Accordingly, in consideration for Techno Gravity Solutions making the Tech-Mate Card available to members and participating vendors who make sales or purchases through the Tech-Mate Card acknowledge and agree that under no circumstances shall Techno Gravity Solutions be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from, or arise out of the purchase, sale or use of any products or services purchased or sold.

The benefits may only be used upon presentation of a valid membership card. The membership benefits have no cash value and are valid until the expiration date stated. The membership benefits cannot be used in conjunction with any other discounted offer. Membership benefits and awards may not be accumulated for a business entity.

Techno Gravity Solutions does not negotiate or guarantee prices or terms made available by associated partners to the members through the Tech-Mate Card, and it is strongly recommended that members research and compare prices, levels of service, and consider any other relevant factors before making any purchase.

Specific associated partners may have additional restrictions and rules that apply. Members have to comply with the same.

Tech-Mate card must be presented at the time of purchase in order to receive reward benefits. Benefits cannot be guaranteed if the Tech-Mate card information is not recorded at the time of purchase. Purchases made or services entailed prior to obtaining a Tech-Mate club membership are not eligible for reward benefits.

3. Membership Fees & Cancellation

Your annual membership fee if any is non refundable. However, Techno Gravity Solutions may at its sole discretion elect to refund your Membership fee in whole or in part depending on the circumstances relating to the cancellation of any Membership.

If Cardholder does not use the card in association with a transaction from one of the listed partners for a period of six (06) months, the membership will be declared inactive. If cardholder does not notify Tech-Mate Customer Care within 60 days of the mailing date of the initial cancellation or inactive notice through mail or a tele-call, the inactive card will be terminated. All Access benefits will end and be forfeited upon this termination. It is the Cardholder's responsibility to notify Techno Gravity Solutions if the Cardholder's contact information changes.

4. Membership Benefits

As a Member of Tech-Mate Club & holder of the tech-Mate card, you are entitled to all of the benefits and offers set out on our Site. The descriptions of all benefits displayed have been approved by the relevant offer or associated partner.

Please note that partners of benefits and the Benefits themselves are subject to availability and may change from time to time without notice. Techno Gravity Solutions reserves the right to substitute welcome package components with items of equal value. Membership benefits and discounts are not valid for transactions on www.technogravity.com unless specifically stated.

Techno Gravity Solutions aims to ensure that the benefits and offers remain available at all times and are constantly negotiating new benefits to ensure that you receive maximum use of your Membership. If any of the benefits become unavailable, we will do all we can to ensure that prior commitments are honored to the fullest extent possible, but shall not be responsible for any actions of associated partners outside Tech-Mate Club's actual control.

All discounts for goods and services are subject to their availability by the associated partners. Techno Gravity Solutions reserves the right to eliminate participating partners and benefits may change without notice. Tech-Mate is not responsible because of the closure of a business or the discontinuance of associated partners with Techno Gravity Solutions' Tech-Mate Membership Club.

Members should always log into the website relevant to Tech-Mate Club to view the further details of each offer to ensure that they understand all the conditions of any offer. Tech-Mate Card can only be used at the branches of the associated partners listed on the website of Tech-Mate Card.

5. Changes to Club Rules

Tech-Mate cards are not transferable and may only be used by each member to whom the card is issued to. Techno Gravity Solutions reserves the right to modify the structure, benefits and other features, of the Tech-Mate Card including these terms and conditions or to terminate the Tech-Mate Card program at any time. Although Techno Gravity Solutions will take reasonable efforts to notify members of material changes, it is the responsibility of members to keep themselves up to date in respect of all the terms and conditions of the Tech-Mate Card. Any use of the program by a member will be deemed as acceptance of any amendment. Techno Gravity Solutions will not be liable for loss or damage resulting thereby.

Your continued use of your Membership constitutes acceptance of the altered/modified terms and conditions.

6. Liability

Techno Gravity Solutions shall not be liable for any errors or omissions within these terms and conditions. Techno Gravity Solutions reserves the right to final interpretation of these terms and conditions.

The Tech-Mate Membership Club Card, its principles, agents or employees, hereto after collectively referred to as "Tech-Mate" will not be responsible if any associated partner breaches its contract or refuses to honor the terms of any benefit. Tech-Mate, however, will attempt to secure such compliance, and will provide a contact number to contact for such instances. Tech-Mate will not be responsible in the event of acts of God, fire, casualties, strike or other events beyond its control. Tech-Mate shall have no liability to any member as a seller of any products or services, including, without limitation, any liability for those goods and services supplied by participating businesses. Tech-Mate is not responsible for the claims of any advertisers, and shall be held harmless by members from the acts or omissions of any participating business or for printing errors or omissions. Tech-Mate's liability in all events to a member is limited to the amount paid for the membership.

The Tech-Mate Card members are advised that it is not suitable for young children to play with. No liability will be accepted by Techno Gravity Solutions for any injuries or losses arising.

Except in respect of death and personal injury and subject to the provisions of these Terms and Conditions, The Tech-Mate Card's maximum liability to you for breach of any of its obligations hereunder shall be limited to the value of the annual Membership fee and the charge for the Services to be provided.

Techno Gravity Solutions reserves the right to audit any membership account at any time.

Techno Gravity Solutions is not responsible for errors resulting from computer hardware or software errors or failures or for fraud. Techno Gravity Solutions aims to ensure that viruses (or other programs having adverse effects) do not reside on the Tech-Mate Club section & others on the site, but Techno Gravity Solutions accepts no responsibility in relation to this.

In case of a dispute, the decision of Techno Gravity Solutions shall be final and binding.

This section applies only to the extent permitted by law.

7. Replacement

Techno Gravity Solutions shall replace a lost card only when it receives an official letter of grievance from the respective member, which shall also contain legally valid signatures of the respective member. It shall then consider the following two cases of replacement:

- a) The respective member is willing to pay a replacement charge of Rs. 50 (within regional area of Mumbai) or Rs. 100 (outside the regional area of Mumbai & within regional area of India).
- b) The respective member is willing to make a purchase of any product above minimum value of Rs. 200 (excluding the mentioned discount) from Techno Gravity Solutions or any of its franchise. The mentioned discount shall be termed valid for the same purchase.

8. Copyright

Techno Gravity Solutions owns or is lawfully entitled to all of the copyright in its section of Tech-Mate. All other intellectual property rights are reserved. The Site is for your personal use only - you may not use it for commercial purposes. You may only download to your personal computer for viewing purposes and print out a number of pages of the Site for your personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from its Site & allied sections.

9. Links

Techno Gravity Solutions assumes no responsibility for the contents of any other web sites to which the Site has links and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, products or services available on such hyperlinked sites. The Tech-Mate Club may not have control of such web sites. The inclusion of any hyperlinks to such other web sites does not mean that Techno Gravity Solutions endorses the material on such web sites or has any association with the owner thereof.

10. Applicable Law & Jurisdiction

Tech-Mate Club membership benefits is void where prohibited by law and all conditions, warranties or other terms implied by law, are excluded to the fullest extent, permitted by applicable laws and regulations.

These terms and conditions are governed by the laws of India and are subjected to the exclusive jurisdiction of the courts of Mumbai regional area.

The provisions of the "Privacy Policy" shall apply at all times.

PLEASE PRINT THESE MEMBERSHIP RULES AND TERMS AND CONDITIONS AND READ THEM CAREFULLY.

These terms and conditions apply to all registered members of Tech-Mate Card which is operated and managed by Techno Gravity Solutions, and each Member agrees to abide by these Terms and Conditions when ordering anything from an associated franchise/partner of products or services. You agree that these Terms and Conditions shall apply to your order to the exclusion of all other terms and these Terms and Conditions shall prevail over any other terms and conditions in any form whatsoever.

If you have any queries or complaints please write a mail to techmate@technogravity.com