

Terms of Service - SSSGrameen

Last updated on: 24 April 2024.

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (HEREINAFTER “YOU” or “YOUR”) AND SSS Grameen Services Private Limited (HEREINAFTER “SSSGrameen”) GOVERNING YOUR USE OF SSSGrameen’s Services and Resources.

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Agreement

You must be of legal age to enter into a binding agreement in order to accept the Agreement . If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Agreement by checking a checkbox or clicking on a button indicating your acceptance of the Agreement or by actually using the Services.

Description of Service

We provide cloud software and applications for businesses, including associated offline and mobile applications (“Service” or “Services”). You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

Free Trial

If you register for a free trial of one or more Services, we will make the applicable Services available to you on a trial basis free of charge until the earlier of (i) the end of the free trial period of the applicable Services (unless terminated earlier by you), (ii) the start date of the paid subscription period for the applicable Services, or (iii) termination by us at our sole discretion. Any data that you enter into the Services, and any customizations made to the Services during the free trial will be permanently lost unless you (i) purchase the corresponding paid subscription plan for the account, (ii) purchase applicable Service upgrades, or (iii) export such data before the end of the trial period. Notwithstanding anything contained in this Section, Services are offered as-is during the free trial, without any warranty, covenant, support or liability whatsoever, to the extent permitted by law.

User Sign up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and (ii) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, we may terminate your user account and refuse current or future use of any or all of the Services.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) allow user licenses to be shared or used by more than one individual other than by way of reassigning the user license to a new user; (iv) except as permitted under applicable law, attempt to disassemble, reverse engineer or decompile the Services; (v) use the third party links to sites without agreeing to their website terms & conditions; (vi) post links to third party sites or use their logo, company name, etc. without their prior written permission; (vii) attempt to gain unauthorized access to the Services or its related systems or network; (viii) use the Services in any manner that could damage, disable, overburden, impair or harm any of our server, network, computer system, resource; (ix) use the Services to send or store material containing software viruses, worms or other harmful computer codes, files, scripts or programs; (x) use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services, its components and the data contained therein; (xi) host, display, upload, modify, publish, transmit, store, update or share any information that belongs to another person or entity and to which you do not have any right, including personal or confidential information of any person or entity with respect to which you do not have consent or permission from such person or entity; (xii) violate any applicable local, state, national or international law; (xiii) use the Services for any form of competitive or benchmarking purposes; and (xiv) remove or obscure any proprietary or other notices contained in the Services; (xv) use our Services in any manner that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations of India with other countries, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other countries; (xvi) create a false identity to mislead any person as to the identity or origin of any communication; (xvii) use the services for transmitting information that is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person; or (xviii) use the services in a manner that relates to or encourages any activity prohibited by law in India.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, insulting, harassing, libelous, invasive of another’s privacy (including bodily privacy), abusive, threatening, harmful, vulgar, pornographic, paedophilic, harmful to children, obscene, racially or ethnically objectionable, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of “junk mail”, “spam”, “chain letters”, “phishing” or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Third Party Applications

We provide and integrate with many third party applications (hereinafter "Third Party Application(s)"). Access and use of the Third Party Applications may require acceptance of terms of service and privacy policies applicable to such Third Party Applications (hereinafter "Third Party Terms"). You are responsible for reading and understanding the Third Party Terms before accessing or using any Third Party Application. You acknowledge and agree that we are not liable for any Third Party Applications. While we will try to provide you with advance notice, whenever reasonably possible, you acknowledge and agree that we may, at any time and in our sole discretion, and without any notice to you, suspend, restrict or disable access to or remove from our Services, any Third Party Application, without any liability to you, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses.

Fees and Payments

The Services are available under probono and paid plans.

For paid plans, refund details are part of the respective service terms.

From time to time, we may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then current billing cycle. You will not be charged for using any Service unless you have opted for a paid services.

In the event any tax such as GST, VAT, sales tax or the like is chargeable by us in accordance with any local, state, provincial or foreign laws with respect to your subscription to our Services ("Taxes"), we will invoice you for such Taxes. You agree to pay us such Taxes in addition to the subscription fees. We shall provide you with an invoice in the format prescribed by the applicable local, state, provincial or foreign laws to help you avail the applicable input tax credit for the Taxes so paid.

Personal Information and Privacy

Personal information you provide to us is governed by this policy or privacy policy. Your election to use the Service indicates your acceptance of the terms of the our policies. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to info@s3gs.in or by calling us on any of the numbers listed on <https://www.sssgrameen.in/contact>. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from us

The Service may include certain communications from us, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Complaints

If we receive a complaint from any person with respect to your activities as part of use of the Services (other than where the grievance redressal mechanism provided under the head "Grievance Redressal" applies), we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within 10 days of receiving the complaint forwarded by us and copy us in the communication. If you do not respond to the complainant within 10 days from the date of our email to you, we may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 10 days' time limit will be construed as your consent to disclosure of your name and contact information by us to the complainant.

Grievance Redressal

In case of any grievance, the term as defined under Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021, our designated agent can be contacted.

Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 90 days or lesser. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active. In case of accounts with more than one user, if at least one of the users is active, the account will not be considered inactive.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant us the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for our commercial, marketing or any similar purpose. But you grant us the permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. If you are a publisher of news and current affairs content as defined under Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules 2021, you shall furnish details to the Ministry of Information and Broadcasting as required by rule 18. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By

making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that we will have the right to block access to or remove such content made available by you if we receive complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by us for this purpose.

For procedure relating to complaints of illegality or infringement of third party rights in content transmitted or published using the Services or interaction with us, refer to Complaints Procedure.

Sample files and Applications

We may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data.

Trademark

SSSGrameen / SaaVidya / eBhadra, logos, the names of individual Services and their logos are trademarks of SSS Grameen Services Private Limited. You agree not to display or use, in any manner without our prior permission.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. We EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM us, our EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

Limitation of Liability

YOU AGREE THAT we SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF we have BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED FIFTY THOUSAND RUPEES (₹ 50,000) OR THE FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER IS HIGHER.

Indemnification

You agree to indemnify and hold us harmless, or our officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Agreement, or any other claim related to your use of the Services, except where such use is authorized by us.

Governing law and Jurisdiction

Any controversy or claim arising out of or relating to the Terms shall be settled and adjudicated exclusively by the courts of A.P in accordance with the laws of India without regard to conflict of law principles.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to designated authority within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Agreement. You have the right to terminate your user account if we breach our obligations under this Agreement and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

Modification of Terms of Service

We may modify this Agreement upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to the Agreement that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing us notice by email within 30 days of being notified of the availability of the modified Agreement if the Agreement is modified in a manner that substantially affects your rights in connection with use of the Services. In the event of such termination, you will be entitled to prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Agreement will be deemed to be your agreement to the modified Agreement.

Abuse Policy

We treat all abuse reports concerning us seriously and are dedicated to investigating all violations submitted to us. If you come across content on our services that you think violates our Terms of Service, please report a violation. After you submit a report, we'll investigate it and take the appropriate action. We'll get back to you only if we require additional details or have more information to share. We may close your report without a response, if we believe that the reported instance does not amount to a violation.

We have sorted various kinds of abuse into the following categories:

Spam, Malware and Phishing – Users are prohibited from using our Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. An example of a phishing attempt is an email requesting you to reveal your credit card number to be eligible for a prize amount.

Promotes Hatred, Violence or Illegal/Offensive Activities– Transmission or publishing any content that (i) is unlawful, illegal, hateful, promotes racism or promotes discrimination or hatred based on ethnicity, and (ii) defames, abuses, harasses, stalks, threatens or otherwise violates privacy and other legal rights of others, are explicitly considered as prohibited activities by us.

Sexually Explicit Material– Sexually explicit materials are those materials that contain adult or mature content. We do not authorize users to publish or transmit sexually explicit material using our Services.

Child Exploitation– We have a zero tolerance policy towards content that exploits children. This means we will terminate the accounts of any user that we find sharing or publishing child abuse content. We will also report the content and its owner to law enforcement authorities.

Personal and Confidential Information – We do not allow use of our services to publish personal and confidential information of persons that is not publicly accessible without their explicit consent. Examples of personal and confidential information are full name, phone number, address, UID / Aadhaar number, credit card number, government issued identification card details and bank information.

Copyright infringement– Copyright infringement occurs when someone other than the copyright holder copies the "expression" of a work. If you discover that there has been copyright infringement by our user involving your work we will take necessary action as specified here.

Other Violations– If you believe that you have a violation to report, that does not fall within any of the categories mentioned above, you may choose this to report such violation. Please note that you will be required to provide a description of such violation for us to take an appropriate action.

Complaint Procedure

If you have any complaint during the course of interaction with our services or our company, please write to providing the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property right alleged to be infringed;
- A description of the complaint and context data;
- Information that would enable us to contact you, such as your address, telephone number, and email address (if available);
- A statement by you, under penalty of perjury, that the above information contained in your communication is accurate and that you are authorized to act on behalf of the complaining person;

Your notice with the above information to be effective should be sent to our Designated Agent for complaints following address

Designated Agent (Complaints)
c/o SSS Grameen Services Pvt Ltd
Unit 4, c/o AIC SKU
Anantapuramu 515003 AP India/Bharat
Phone: +91-99012 80461
Email: director@s3gs.in

Please take note that if you knowingly misrepresent that any material or activity is infringing, you may be subject to liability under respective acts.

End Of Terms Of Service

If you have any questions or concerns regarding this Agreement, please contact us.