

Terms of Service

1. Your acceptance to use the App

Welcome to the SwapEasy Diagnostic application (the “**App**”), provided by Shopsense Retail Technologies Limited (“**we**”, “**us**”, “**our**” or “**Company**”)

These terms and conditions (the “**Terms**”) apply to your use of the App. By using the App you agree to be bound by these Terms.

In addition, you agree to be bound by SwapEasy [Terms of Service](#). SwapEasy can change these Terms anytime, you will be notified of the same.

2. Using the App

The App enables you to easily run tests on your mobile device, check its performance status and detect common problems across a variety of categories (such as battery, connectivity, screen performance, and more).

To use the App, you must be 18 years old or more, or an emancipated minor, or possess legal parental or guardian consent, and be able to enter into these terms.

3. Rights

SwapEasy grants you a non-exclusive right to download, install and use the App in India on your mobile device for your own personal non-commercial use only.

We and our licensors own all proprietary rights in the App. You will not have any right to the App apart from the right to use the App in line with these terms. In particular you understand and agree that: (i) You are not permitted to resell copy, or distribute the App for any commercial purposes or use the App in any other manner inconsistent with these Terms of Service; (ii) you are not permitted to duplicate, transfer, to, copy or distribute any part of the App in any medium without our prior written authorisation; (iii) you are not permitted to reverse engineer, alter or modify any part of the App; and (iv) you will otherwise comply with these terms and conditions.

Nothing in these terms affects any legal rights you have as a consumer. For more information about your legal rights contact your local consumer advisory body.

4. Your information

By using the App you confirm that you have read, and agree that your use of the App is subject to, SwapEasy [Privacy Policy](#).

You must notify us immediately of any breach of security or unauthorized use of your mobile phone. We will not be liable for your losses caused by any unauthorized use of your account and you may be liable for the losses caused to us or others due to such unauthorized use.

5. Cost

The App is provided to you free of charge.

Unless you are using a WiFi connection, you will be charged according to your mobile plan for the use of data to download the App, and data usage when running diagnostics in the App.

6. Ending or changing the App

You can stop using the App at any time. Depending on the device type, you might also be able to uninstall or deactivate the App from your device.

We may suspend or change the App immediately for any reason, including where repair or maintenance work is needed. We may add new features from time to time and have no obligation to offer any particular features via the App. We can withdraw the App at any time.

7. What we are not responsible for

We provide the App on an 'as is' basis for your personal use only. The App is intended as a tool to help you identify common problems however not all problems with a mobile device can be detected using the App (for example any physical damage or issues arising from physical damage). We recommend that you use the App in conjunction with other precautions and in accordance with the manufacturer's instructions and those of the operating system.

Not all of the App's services will work with all mobile equipment and you will need to check that your mobile equipment is compatible with the App before you download or use it.

To the fullest extent permitted by applicable law, the App is provided to you "as is", without support or maintenance. Neither we nor our licensors warrant that the App will meet your requirements or that the operation of the App will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied and whether arising by statute, common law or otherwise. In any event, our maximum liability and sole remedy to you is a refund of the price of the App (if any) at the time of your purchase. This clause does not affect your legal rights as a consumer.

In the App we may enable you to identify known harmful or malicious applications that are on your device and to delete those applications. To provide this service we rely on third party lists of harmful and malicious applications. We are not responsible if the lists we rely on are incomplete or inaccurate. If you are the developer or publisher of an application that has been labeled as harmful or malicious and you do not consider this correct, please contact us.

8. General terms

We may allow another person to perform any of our obligations under these terms on our behalf. You agree that we may transfer our rights and obligations under these terms to another

SwapEasy company. If we transfer our rights and obligations to any other third party, we will let you know. If any of these terms cannot be enforced by any court or other authority, we will delete it from these terms and it will not affect the rest of the terms. We may send you notices by email, text, post or on our website.

These terms and the provision of the App will be governed by the laws of India. Any disputes will be dealt with by the courts of India.

9. Support

We hope you enjoy using the App.