

Terms and Conditions

Introduction

These terms and conditions govern your (User) use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

You agree to adhere by the terms and conditions (“**Terms of Use**”) of www.arihantplaytime.com (“**Website**”) by using this Website, services and tools.

The Website (www.arihantplaytime.com) is owned and registered by Arihant Industrial Corporation Limited, a company duly existing and incorporated under the provisions of Indian Companies Act, 1956, having its registered at Arihant Complex, Opp. Sagar Petrol Pump, NH 8, Sativali, Vasai (E), Dist: Thane, PIN; 401-208 (“**AICL/the Company/We/Us**”).

The term “you” refers to the user or viewer of our website.

The use of this website is subject to the following terms:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without Arihant Industrial Corporation Limited’s, prior written consent.

The information contained in this website is for general information purposes only. We endeavor to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of or in connection with the use of this website.

Through this website you are able to link to other websites which are not under the control of Arihant Industrial Corporation Limited. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Arihant Industrial Corporation Limited takes no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.

Communications

We will use your personal information for essential communications, such as confirmation Emails, accounts information, and critical service details. We may also use this information for other purposes, including direct marketing. If at any time you wish not to receive such correspondence, you may unsubscribe from the mails sent to you.

Legal

We reserve the right to disclose your personal information as required or permitted by law (including Privacy Law) and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process.

Testimonials

We may post customer testimonials on our website which may contain personal information such as the customer's name. We will obtain your consent to use your personal information prior to posting the testimonial.

AICL details

The full name of AICL is Arihant Industrial Corporation Limited.

Arihant Industrial Corporation Limited is registered in Mumbai under registration number 034030 and having its registered office at

Arihant Industrial Corporation Limited

Arihant Complex, National Highway 8,

Opp. Sagar Petrol Pump, Sativali,

Vasai (E), Dist: Thane, Pin: 401 208

You can contact us by sending email on playtime@arihant.com or call us on +91 7875333444.

For any questions or comments regarding this Website you may have to fill a short inquiry form in the website.

License to use website

Unless otherwise stated, AICL and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages [or [OTHER CONTENT]] from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution]

Where content is specifically made available for redistribution, it may only be redistributed [within your organization]

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without AICL express written consent.

You must not use this website to transmit or send unsolicited commercial communications

You must not use this website for any purposes related to marketing without AICL express written consent.

Restricted access

Access to certain areas of this website is restricted. AICL reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at AICL discretion.

User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to AICL a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to AICL the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or AICL or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

AICL reserves the right to edit or remove any material submitted to this website, or stored on AICL servers, or hosted or published upon this website.

Notwithstanding AICL rights under these terms and conditions in relation to user content, AICL does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. AICL makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, AICL does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

Limitations of liability

AICL will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if AICL has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit A liability in respect of any:

- death or personal injury caused by AICL negligence;
- fraud or fraudulent misrepresentation on the part of AICL; or
- matter which it would be illegal or unlawful for AICL to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a Company, AICL has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against AICL's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect AICL's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as AICL.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify AICL and undertake to keep AICL indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by AICL to a third party in settlement of a claim or dispute on the advice of AICL legal advisers) incurred or suffered by AICL arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to AICL other rights under these terms and conditions, if you breach these terms and conditions in any way, AICL may take such action as AICL deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

AICL may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

AICL may transfer, sub-contract or otherwise deal with AICL rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with [DOCUMENTS], constitute the entire agreement between you and AICL in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Law of India, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of Mumbai.

PRIVACY POLICY

The following discloses our information gathering and dissemination practices for this website.

Data Collection

At Arihant Industrial Corporation Limited (ArihantPlaytime), we take privacy very seriously. This Privacy Policy describes how we collect, use and distribute information obtained during user visits to our website or our extranet, or from our email content streaming, tracking and reporting services. Please observe that this Privacy Policy may be amended in the future to reflect any changes and developments in our products or services, our company policies, or applicable law. Please feel free to revisit this Privacy Policy in the future to ensure that you are familiar with our current policies.

We collect aggregate information site-wide, including anonymous site stats. The ArihantPlaytime web site logs domain names and/or IP addresses for systems administration purposes. IP addresses are logged to track a user's session. This gives ArihantPlaytime an idea of which parts of our site you are visiting. We do not link IP addresses to anything personally identifiable. This means that a user's session will be tracked, but you will be anonymous. We also may use cookies to deliver content specific to your interests. Cookies, by themselves, cannot be used to find out the identity of any user. If for some reason you would rather not take advantage of the benefits made possible with cookies, most browsers allow you to reject cookies or to choose which cookies to accept.

Except as otherwise stated in this Privacy Policy, ArihantPlaytime will not sell, rent, trade or otherwise distribute to any third party any personally identifiable information that we collect through our website, our extranet, or our email content streaming, tracking and reporting services, without the permission of the person or entity to which such information relates. ArihantPlaytime only uses the details and information entered into this site for our own internal purposes. This includes responses to information requested and other occasional relevant informational materials. Any such communications will always include an opt out clause that will be strictly observed.

Personal Information

At times, you may choose to supply us with personal information - name, email or postal address as part of registering at our site or corresponding with us. On certain pages such as the product pages, contact us ,locate a playsystem, find a playconsultant, we give you the option of providing us with your name, address, phone numbers, email address, and other personal information, and various other kinds of details. This more personal information is not gathered by us without users` knowing and active permission and participation. This information is used to get in touch with you, the visitor, at your request. This information may be shared with subsidiaries, affiliates and representatives of ArihantPlaytime, in order to provide timelier, local service. Users may opt-out of receiving future mailings; by unsubscribing in mails sent by us. This site may contains links to other sites. ArihantPlaytime is not responsible for the privacy practices or the content of such websites.

We may disclose personally identifiable information if we believe in good faith that:

(a) the law or legal process requires it, or

(b) such disclosure is necessary to protect our rights, property or safety, or the rights, property or safety of ourselves or partners, or any other persons or entities.

We always provide recipients of our email content streams with an opportunity to "unsubscribe" from receiving subsequent email content streams or other messages.

Our website, the email content and other messages that we stream, may contain links to other web sites. Please be aware that we are not responsible for the privacy practices of other websites. We encourage you to read the privacy policies of each and every website that you visit.

We welcome questions and comments regarding this Privacy Policy and the use of your personally identifiable information. If you have any questions about this Privacy Policy or about our information-collection practices, please contact us at playtime@arihant.com.

Sharing of Information

Aside from the previously mentioned third parties involved in the processing of your inquiries, we do not share your personally identifiable information with any other entities. As we continue to develop, it is possible that we could merge with, be acquired by, or sell our assets to another entity. In such transactions, user information generally is one of the shared or transferred business assets, so you should expect that we might share or transfer some or all of your information under such circumstances. However, in the event that such a transaction occurs, we will, to the greatest extent possible, require the entity with whom we share or transfer your information to follow the practices disclosed in this extant privacy policy.