

Terms of Service

Last Updated: 17th October, 2024

PLEASE READ THESE TERMS OF SERVICE ("TERMS") CAREFULLY BEFORE USING OUR APP. BY INSTALLING, ACCESSING, OR USING OUR APP IN CONNECTION WITH YOUR BIGCOMMERCE STORE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT INSTALL OR USE THE APP.

1. Scope of Services

1.1 Services Offered

Our app provides mobile application development services tailored specifically for BigCommerce stores. We enable merchants to create, customize, and manage a mobile version of their online store, enhancing customer engagement and increasing sales opportunities through mobile platforms.

1.2 Services Offered

- Quick Search Option
- Convenient profile management for users.
- Enhanced user experience with easy address management and detailed product information.
- Streamlined product management with bulk import functionality.
- Improved checkout process with address and shipping management features.
- Effective order management with order listing, detail retrieval, and status tracking capabilities.
- Enhanced user engagement and shopping experience with personalization, wishlist management, and push notifications.
- Improved communication with users through Contact Us and newsletter subscription features.
- Efficient content management with CMS pages API.
- Streamlined system settings management with the master API.
- Enhanced marketing strategies with banners API.
- Easy Payments (Cash on Delivery)
- Secure Payment System (Stripe)
- Convenient Integration with the BigCommerce Store

2. Data Collection and Usage

2.1 Data Collected

By using our App, you consent to the collection and processing of the following data:

- **Personal Information:**
 - Name
 - Email address
 - Contact details
- **Store Information:**
 - Store Hash
 - Product details (descriptions, images, pricing, etc.)
 - Inventory levels
 - Cart Details
 - Order history
- **Client Credentials:**
 - API keys
 - Authentication tokens necessary for the App's functionality
- **Third-Party Integration Details:**
 - Information from integrated services (e.g., stripe, firebase, Hubspot, and contentful)

2.2 Usage of Data

We collect and use your data for the following purposes:

- **Service Provision:** To develop, deploy, and maintain your mobile app.
- **Customization:** To personalize the App experience according to your preferences.
- **Support and Communication:** To provide customer support, respond to inquiries, and send administrative information.
- **Compliance:** To comply with legal obligations and protect our rights.

2.3 Data Sharing and Disclosure

We do not sell or rent your data to third parties. We may share your data under the following circumstances:

- **Service Providers:** Trusted third-party vendors who assist in operating our services under strict confidentiality agreements.
- **Legal Requirements:** If required by law, regulation, or legal process.
- **Business Transfers:** In the event of a merger, acquisition, or sale of all or a portion of our assets.

3. Responsibilities of the Parties

3.1 Merchant Responsibilities

- **Accurate Information:** You agree to provide and maintain truthful, accurate, and current information necessary for the App's functionality.
- **Compliance with Laws:** You are responsible for ensuring that your App use complies with all applicable laws, regulations, and BigCommerce policies.
- **Security:** You must safeguard your account credentials and notify us immediately of unauthorized access or use.
- **Content Ownership:** You retain all rights to your content but grant us a license to use it as necessary to provide the services.

3.2 Our Responsibilities

- **Service Delivery:** We will use commercially reasonable efforts to provide the services with due care and skill.
- **Data Protection:** We will implement appropriate security measures to protect your data against unauthorized access or disclosure.
- **Support:** We will provide timely customer support through our designated channels during business hours.

4. Disclaimers and Limitation of Liability

4.1 Disclaimers

- **"As-Is" Basis:** The App is provided on an "as-is" and "as-available" basis without any warranties, express or implied.
- **No Warranty of Uninterrupted Use:** We do not guarantee that the App will be error-free, secure, or operate without interruptions.
- **Third-Party Services:** We are not responsible for any third-party services or integrations used with the App.

4.2 Limitation of Liability

- **Indirect Damages:** To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill.
- **Aggregate Liability:** Our total liability arising out of or related to these Terms shall not exceed the amount paid by you for the use of the App in the six (6) months preceding the claim.
- **Essential Purpose:** The limitations outlined in this section are fundamental elements of the basis of the agreement between you and us.

5. Data Protection and Privacy

We are committed to protecting your data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

5.1 Data Security

- **Technical Measures:** We employ industry-standard security protocols to protect your data, including encryption and secure socket layer technology.
- **Organizational Measures:** Access to your data is restricted to authorized personnel who require it to perform their duties.

5.2 Data Rights

- **Access and Correction:** You have the right to request access to and correction of your personal data.
- **Erasure ("Right to be Forgotten"):** You may request the deletion of your personal data, subject to legal and contractual obligations.
- **Data Portability:** You can receive your data in a structured, commonly used, and machine-readable format.

5.3 Data Processing Agreement

- **Processor Role:** Under GDPR, we act as a "data processor" regarding personal data processed on behalf of the Merchant.
- **Instructions:** We will process personal data only according to your documented instructions, including regarding transfers of personal data to a third country.

5.4 Privacy Policy

For detailed information on how we collect, use, and protect your data, please refer to our [Privacy Policy](#), which is incorporated herein by reference.

6. Termination

6.1 Termination by Merchant

- **Uninstallation:** You may terminate these Terms anytime by uninstalling the App from your BigCommerce store.

6.2 Termination by Us

- **For Breach:** We may terminate or suspend your access to the App immediately if you breach any provision of these Terms.
- **For Legal Reasons:** We may terminate these Terms if required to comply with applicable laws or regulations.

6.3 Effects of Termination

- **Cessation of Services:** Upon termination, all licenses and rights granted to you under these Terms will immediately cease.
- **Survival:** Provisions that by their nature should survive termination shall remain in effect, including but not limited to disclaimers and limitations of liability.

7. Governing Law and Dispute Resolution

7.1 Governing Law

- These Terms shall be governed by and construed per the laws of Punjab & Haryana High Court, Chandigarh, India, without regard to its conflict of law principles.

7.2 Dispute Resolution

- **Negotiation:** Parties agree to attempt to resolve any disputes amicably through good-faith negotiations.
- **Jurisdiction:** Each party consents to the exclusive jurisdiction of the courts located in Punjab & Haryana High Court, Chandigarh, India for the resolution of any disputes not subject to arbitration.

8. Modifications to Terms

We reserve the right to amend these Terms at any time.

- **Notice of Changes:** Material changes will be communicated to you via email or through a notice on our website or within the App.
- **Acceptance of Changes:** Your continued use of the App after the effective date of the revised Terms constitutes your acceptance of the changes.
- **Review of Terms:** We encourage you to review these Terms periodically to stay informed about our practices.

9. Miscellaneous Provisions

9.1 Entire Agreement

These Terms and our Privacy Policy constitute the entire agreement between you and us regarding the use of the App and supersede all prior agreements.

9.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

9.3 Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

9.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights under these Terms without restriction.

9.5 Force Majeure

We shall not be liable for any failure to perform due to causes beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, or accidents.

10. Contact Information

If you have any questions, concerns, or feedback regarding these Terms, please contact us:

- **Email:** cartify@netsolutions.com
- **Address:** Site No. 15, Rajiv Gandhi Chandigarh Technology Park, Chandigarh, 160101
- **Website:** <https://www.netsolutions.com/>

BY INSTALLING OR USING OUR APP, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS OF SERVICE.