

# Toad Kings Terms and Conditions

## 1. Introduction

Welcome to the Swachhol website ("Website"). This Website is owned and operated by Toad Kings, a company registered and based in India.

These Terms and Conditions ("Terms") govern your access to and use of the Swachhol website ("Website") and its services. By visiting or using this Website, you agree to comply with and be bound by these Terms, along with our Privacy Policy. If you do not agree with any part of these Terms, please discontinue your use of our Website.

Swachhol is a provider of high-quality household cleaning solutions designed to meet the diverse needs of Indian homes. Our Website offers information about our products, tips for effective cleaning, and access to updates about Swachhol's initiatives and offerings.

This document sets out the rules and guidelines for using our Website, including your rights, responsibilities, and restrictions while interacting with our content, services, and features. Please review these Terms carefully and contact us if you have any questions or concerns.

Thank you for choosing Swachhol. Together, we aim to make every home cleaner, healthier, and brighter!

## 2. Eligibility

By accessing or using the Swachhol website ("Website"), you confirm that you meet the following eligibility criteria:

1. **Minimum Age Requirement:** You must be at least 18 years of age to use this Website. By accessing or using our services, you represent and warrant that you are 18 years or older.
2. **Legal Authority:** You must have the legal capacity to enter into a binding agreement under the applicable laws of your jurisdiction.
3. **Prohibited Access:** If you are below 18 years of age or otherwise legally restricted from using this Website, you are prohibited from accessing or engaging with our services.

Swachhol reserves the right to terminate or restrict your access to the Website if we have reason to believe that you do not meet the eligibility requirements outlined in these Terms.

## 3. Acceptance of Terms

By accessing, browsing, or using the Swachhol website ("Website") in any manner, you agree to comply with and be bound by these Terms and Conditions ("Terms"), along with our Privacy Policy, which is incorporated by reference.

Your use of this Website signifies your acceptance of these Terms. If you do not agree to these Terms, you must not use the Website or any of the services provided by Swachhol.

By accepting these Terms, you acknowledge that:

1. You have read and understood these Terms.
2. You agree to abide by all rules, guidelines, and policies stated herein.
3. If you are using this Website on behalf of another individual or entity, you have the authority to bind them to these Terms.

Swachhol reserves the right to modify or update these Terms at any time. Continued use of the Website following the posting of changes will be deemed as your acceptance of the revised Terms. We encourage you to review this page regularly to stay informed.

#### **4. Website Use**

The Swachhol website ("Website") is provided to facilitate access to information about our products, services, and initiatives. By using this Website, you agree to the following terms regarding its use:

1. **Permitted Use:**
  - You may use the Website solely for personal, non-commercial purposes and in accordance with these Terms.
  - You may browse product information, make inquiries, and engage with our services as intended by the Website.
2. **Prohibited Use:**

You agree not to engage in any activity that:

  - Violates any applicable laws, regulations, or third-party rights.
  - Attempts to gain unauthorised access to the Website, servers, or associated systems.
  - Introduces viruses, malware, or any harmful code.
  - Involves data scraping, mining, or any automated means to extract any information from the Website without explicit consent.
  - Interferes with the operation or performance of the Website.
3. **Accountability:**
  - You are responsible for the accuracy and legality of any information you provide while using the Website.
  - You are prohibited from impersonating another individual or entity or misrepresenting your affiliation.
4. **Website Updates:**
  - Swachhol reserves the right to modify, suspend, or discontinue any part of the Website at its discretion without prior notice.
  - We shall not be liable for any inconvenience caused by such changes or disruptions.
5. **Third-Party Content:**

- The Website may contain links to third-party websites or resources. Swachhol is not responsible for the accuracy, content, or practices of these external sites and does not endorse them. Accessing such content is at your own risk.

**6. Indemnification:**

- You agree to indemnify and hold harmless Swachhol and its affiliates against any claims, liabilities, or damages resulting from your misuse of the Website or breach of these Terms.

By using the Swachhol Website, you agree to comply with the above rules and guidelines, ensuring a safe and secure experience for all users.

## **5. User Accounts**

To access certain features or services on the Swachhol website ("Website"), you may need to create a user account. By registering an account, you agree to the following terms:

**1. Account Creation:**

- You must provide accurate, complete, and up-to-date information when creating an account.
- You are responsible for maintaining the confidentiality of your account credentials, including your username and password.

**2. User Responsibilities:**

- You are fully responsible for all activities that occur under your account.
- If you suspect unauthorised use of your account or a breach of security, you must notify Swachhol immediately.
- You agree not to share your account credentials with others or allow any unauthorised access.

**3. Prohibited Activities:**

- You must not create accounts using false information, impersonate others, or misrepresent your identity.
- You may not use your account to engage in any illegal, fraudulent, or harmful activities.

**4. Account Termination:**

- Swachhol reserves the right to suspend or terminate your account without prior notice if you violate these Terms or engage in prohibited activities.
- You may deactivate your account at any time by contacting Swachhol through the provided support channels.

**5. Ownership of Accounts:**

- All accounts remain the property of Swachhol. We grant you a limited, revocable right to access and use the account for the intended purpose as outlined in these Terms.

**6. Account Data:**

- Swachhol reserves the right to store, use, or remove account-related data as per our Privacy Policy. It is your responsibility to ensure any important data is backed up, as Swachhol will not be held liable for loss of information.

By creating an account, you agree to comply with these terms and take full responsibility for the security and proper use of your user account on the Swachhol Website.

## **6. Content Ownership and User Contributions**

### **1. Ownership of Website Content:**

- All content, materials, and resources available on the Swachhol website ("Website"), including but not limited to text, graphics, images, videos, software, and trademarks, are the exclusive property of Swachhol and are protected by intellectual property laws.
- You acknowledge and agree that Swachhol owns all rights, titles, and interests in the content on the Website, unless otherwise stated.

### **2. User Contributions:**

- By submitting any content to the Website (including reviews, feedback, comments, product suggestions, or any other user-generated content), you grant Swachhol a worldwide, non-exclusive, royalty-free, transferable, and sub-licensable license to use, copy, modify, publish, display, and distribute such content for marketing, advertising, or any other legitimate purpose.
- You agree that your submissions will not violate any third-party rights, including intellectual property or privacy rights, and that you have obtained all necessary permissions to share such content.

### **3. No Obligation to Use User-Generated Content:**

- Swachhol is not obliged to use, publish, or otherwise engage with any user contributions. We may, at our sole discretion, choose whether to make your contribution available or to remove it from the Website at any time without notice.

### **4. Restrictions on User Contributions:**

- Users are prohibited from submitting content that is illegal, defamatory, offensive, obscene, discriminatory, or that otherwise violates Swachhol's policies or third-party rights.
- Swachhol reserves the right to monitor, review, and remove any user-generated content deemed to be inappropriate or in violation of these Terms.

### **5. Indemnification of Swachhol:**

- You agree to indemnify and hold Swachhol harmless from any claims, liabilities, damages, or expenses that arise due to your content submissions or violations of these Terms.

By contributing content to the Swachhol Website, you affirm your ownership or authorized right to share that content and acknowledge that Swachhol may use it as described above without any further consent or compensation.

## 7. Privacy Policy

At Swachhol, we take your privacy seriously. This Privacy Policy outlines how we collect, use, disclose, and protect your personal information when you visit or use the Swachhol website ("Website"). By using this Website, you agree to the terms of this Privacy Policy, which is incorporated by reference into our Terms and Conditions.

### 1. Information We Collect:

- **Personal Information:** We may collect personal details such as your name, email address, phone number, billing address, and payment information when you register an account, place an order, or engage with certain Website features.
- **Non-Personal Information:** We may also collect non-personal information, including but not limited to your IP address, browser type, device details, and browsing activity on the Website. This data helps us enhance your user experience and improve our services.
- **Cookies and Tracking Technologies:** We use cookies and similar technologies to collect data on your preferences, improve functionality, and track Website activity. You may choose to disable cookies through your browser settings; however, this may affect the performance and features of the Website.

### 2. How We Use Your Information:

- **To Provide Services:** We use the information you provide to process orders, manage your account, respond to customer inquiries, and deliver products and services to you.
- **To Improve the Website:** We use non-personal information to enhance the functionality and performance of the Website, personalize content, and understand user trends.
- **Marketing and Communications:** With your consent, we may use your contact details to send promotional materials, product updates, and offers related to Swachhol's services. You can opt-out of these communications at any time by following the unsubscribe link in the emails or by contacting us.
- **Legal Compliance:** We may use your information to comply with applicable laws, regulations, or legal processes, or to protect our rights, property, and safety.

### 3. How We Protect Your Information:

- Swachhol employs industry-standard security measures, including encryption, secure servers, and firewalls, to safeguard your personal information from unauthorized access, alteration, or disclosure.
- However, no method of electronic transmission or storage is completely secure. While we strive to protect your information, we cannot guarantee its absolute security.

### 4. Sharing Your Information:

- **Service Providers:** We may share your personal information with third-party service providers who assist in operating our Website, processing payments, delivering products, and managing customer services. These providers are

required to handle your data securely and are not allowed to use it for any other purposes.

- **Legal Requirements:** We may disclose your personal information if required by law or to protect the rights, property, or safety of Swachhol, its users, or the public.
- **Business Transfers:** In the event of a merger, acquisition, or sale of assets, your personal information may be transferred to the new owners or affiliated entities, but we will ensure that the protection of your information remains in place.

**5. Your Rights and Choices:**

- **Access and Update:** You may review, correct, or update your personal information by accessing your account or contacting us.
- **Opt-Out:** You can opt out of receiving marketing emails or notifications at any time by clicking the unsubscribe link in our communications or contacting us directly.
- **Data Retention:** We will retain your personal information only for as long as necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required by law.

**6. Children's Privacy:**

- Swachhol's Website is not intended for use by individuals under the age of 18. We do not knowingly collect or solicit personal information from children. If you are a parent or guardian and believe that we have inadvertently collected information from a child, please contact us, and we will promptly delete it.

**7. Changes to This Privacy Policy:**

- Swachhol reserves the right to modify or update this Privacy Policy at any time. Any changes will be effective upon posting to the Website, and the "Last Updated" date will be revised accordingly. We encourage you to review this policy periodically to stay informed about how we are protecting your information.

**8. Contact Us:**

- If you have any questions, concerns, or requests regarding your personal information or this Privacy Policy, please contact us at [customercare.swachhol@gmail.com](mailto:customercare.swachhol@gmail.com).

By using the Swachhol Website, you acknowledge and agree to the terms set out in this Privacy Policy.

## **8. Refunds/Return Policy**

At Swachhol, we strive to provide the best quality products and services to our customers. However, we do not offer a standard refund or return policy for the products purchased through our website.

**1. No Refund/Return Policy:**

- All purchases made on the Swachhol website are final, and we do not offer refunds or accept returns. We encourage you to review product details carefully before making a purchase.

## **2. Genuine Issues or Concerns:**

- In the event of any genuine issues with your purchase, such as receiving damaged or defective products, we kindly ask that you contact us at [Insert contact email] with full details of the issue, including photographic evidence if applicable.
- Swachhol will review each case and take appropriate action. Our team will assess the issue and may, at our sole discretion, offer solutions such as replacement products or other resolutions.

## **3. Final Decision:**

- Please note that all decisions regarding refunds, returns, or replacements will be made by Swachhol in its sole discretion. We aim to address concerns fairly, but the final decision will rest with us.

For any issues or inquiries related to our products, please contact our customer support team via email, and we will do our best to assist you.

## **9. Third-Party Links and Resources**

The Swachhol website ("Website") may contain links to third-party websites, services, or resources that are not owned or controlled by Swachhol. These links are provided solely for your convenience and to enhance your experience while using the Website.

### **1. External Links:**

- Swachhol does not review or monitor the content, privacy policies, or practices of third-party websites. The inclusion of any third-party links on the Website does not imply endorsement, approval, or responsibility for the content or services offered by these external sites.
- Once you leave the Website and access a third-party site, you are subject to that site's terms and conditions and privacy policies, which may differ from those of Swachhol.

### **2. Third-Party Content:**

- Any content, information, or services provided by third parties on the Website, including advertisements, promotions, or links, are the responsibility of the third party. Swachhol does not guarantee the accuracy, reliability, or legality of such third-party content.
- If you engage in transactions or interactions with third parties, such as purchasing products or services, Swachhol is not responsible for any loss, damage, or dispute arising from those activities.

### **3. No Liability for Third-Party Sites:**

- You agree that Swachhol shall not be held responsible or liable for any damages or losses caused by or in connection with your use of any third-party websites or resources.
- Swachhol does not guarantee the availability, safety, or performance of third-party links or resources. Use them at your own risk.

### **4. Adherence to Third-Party Terms:**

- By clicking on third-party links or accessing third-party resources, you agree to comply with their respective terms and conditions.

Swachhol encourages you to read the terms, conditions, and privacy policies of any third-party websites or services you visit.

## **10. Limitation of Liability**

To the fullest extent permitted by law, Swachhol and its affiliates, officers, directors, employees, agents, and partners shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or goodwill, arising from:

- 1. Use or Inability to Use the Website:**
  - Any issues related to your access to, use of, or inability to use the Swachhol website ("Website"), including any delays, interruptions, or technical problems associated with the Website.
- 2. Content or Materials:**
  - Errors, omissions, or inaccuracies in the content provided on the Website, or reliance on any such information.
  - Any losses or damages resulting from your interactions with third-party websites, products, or services accessed through links provided on the Website.
- 3. User Contributions and Interactions:**
  - Any harm or damage resulting from user-generated content or actions by other users on the Website.
- 4. Product Availability and Performance:**
  - Any issues related to product availability, delivery delays, or defects in products or services purchased or accessed through the Website.
- 5. Force Majeure:**
  - Swachhol shall not be held liable for failure or delay in fulfilling its obligations due to events beyond our reasonable control, including natural disasters, acts of government, war, terrorism, or other force majeure events.

The limitations of liability described in this section apply to the fullest extent permitted by law and shall survive termination or expiry of these Terms. In jurisdictions where exclusion or limitation of liability for consequential or incidental damages is not allowed, Swachhol's liability shall be limited to the maximum extent permissible by law.

By using this Website, you acknowledge that Swachhol is not liable for any of the aforementioned damages and that your use of the Website is at your own risk.

## **11. Disclaimers**

By accessing and using the Swachhol website ("Website"), you agree to the following disclaimers:



1. **No Warranty for Website Content:**
  - Swachhol provides the Website and all content, services, and products available through it on an "as-is" and "as-available" basis.
  - While we strive to maintain the accuracy and relevance of the information provided, we do not warrant the completeness, accuracy, reliability, or timeliness of any content on the Website.
2. **No Guarantee of Product Availability:**
  - The availability of products and services on the Website may vary and are subject to change without notice. Swachhol does not guarantee that the products listed on the Website will always be in stock or that they will be free from defects.
3. **Limitation of Liability for Product Information:**
  - Swachhol does not warrant that any products purchased through the Website will meet your specific expectations or requirements. We disclaim all liability for any damages, losses, or dissatisfaction arising from product use.
  - Any product images, descriptions, or specifications displayed on the Website are for informational purposes only and may not exactly reflect the actual product you receive.
4. **Third-Party Links:**
  - The Website may contain links to third-party websites. These links are provided for convenience, and Swachhol has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party sites. Your interactions with these external sites are at your own risk.
5. **No Professional Advice:**
  - The content on this Website, including blog posts, tips, and product information, is not intended to replace professional advice. If you have specific health, safety, or legal concerns, you should seek advice from qualified professionals.
6. **Disclaimer of Specific Outcomes:**
  - Swachhol makes no representations or warranties regarding the effectiveness of its products. Individual results may vary, and we do not guarantee specific outcomes from using the Website or our products.
7. **Changes to the Website:**
  - Swachhol reserves the right to modify, update, or remove content, features, and products on the Website at any time, without prior notice.
8. **Security and Viruses:**
  - Although Swachhol takes reasonable precautions to protect your information, we do not guarantee that the Website or any content is free from viruses, malware, or other harmful components. You are responsible for using your own security measures when accessing the Website.

By using the Website, you acknowledge and agree to these disclaimers, and you understand that your use of the Website and its services is entirely at your own risk.

## 12. Termination

Swachhol reserves the right, at its sole discretion, to suspend, terminate, or restrict your access to the Website and its services, without notice, if you violate any of these Terms and Conditions or engage in activities that are harmful to Swachhol, other users, or third parties.

**1. Reasons for Termination:**

- Violating or breaching the terms outlined in this document.
- Engaging in fraudulent or illegal activities.
- Using the Website in a manner that may disrupt, damage, or impair its functionality or security.
- Any actions deemed harmful to Swachhol's business, reputation, or legal obligations.

**2. Effects of Termination:**

- Upon termination, your right to access and use the Website will immediately cease.
- You will no longer have access to any user account, content, or services provided by Swachhol.
- Swachhol may retain your data as required by law or in accordance with our Privacy Policy, but access to your account or certain user-generated content may no longer be available.

**3. Voluntary Account Termination:**

- You may deactivate or terminate your account at any time by contacting Swachhol through the provided communication channels. After account termination, you will lose access to the Website and associated services.

**4. Survival of Provisions:**

- Upon termination, certain provisions of these Terms, such as those relating to intellectual property, liability, indemnification, and dispute resolution, will survive the termination and remain in effect.

Swachhol also reserves the right to suspend or remove content posted by users that violates these Terms or in accordance with other applicable laws.

## **13. Modifications to Terms**

Swachhol reserves the right to modify, update, or revise these Terms and Conditions at any time, at our sole discretion. Any changes will be effective immediately upon posting the updated Terms on the Website, and the "Last Updated" date will reflect the date of the most recent changes.

**1. Notification of Changes:**

- Swachhol may notify you of significant changes to these Terms through email, pop-up notices on the Website, or other means of communication, at our discretion. However, it is your responsibility to regularly review these Terms for any updates or changes.

**2. User Responsibility:**

- By continuing to use the Website after any modifications have been made, you accept and agree to be bound by the updated Terms. If you do not agree with the changes, you must stop using the Website and terminate your account, if applicable.
- 3. No Obligation to Inform:**
- Swachhol is under no obligation to provide specific notice to individual users regarding minor updates or revisions. You are responsible for reviewing this page periodically to stay informed of any changes to the Terms.
- 4. Binding Agreement:**
- Any modifications to these Terms will constitute a binding agreement between you and Swachhol when you access or use the Website, unless you choose to discontinue use following the changes.

By using the Website, you acknowledge and accept that Swachhol may update or modify the Terms and Conditions at its discretion and that your continued use of the Website constitutes acceptance of the most recent version.

## **14. Governing Law and Jurisdiction**

These Terms and Conditions, as well as your use of the Swachhol website ("Website"), shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

- 1. Governing Law:**
  - All matters related to these Terms, including disputes, claims, and issues relating to the Website, will be governed by the laws of India.
- 2. Jurisdiction:**
  - Any legal action or proceeding related to these Terms or the use of the Website shall be brought exclusively in the courts located in Mangaluru, Karnataka, India. By using the Website, you consent to the jurisdiction of these courts and waive any objections to venue or jurisdiction.
- 3. Dispute Resolution:**
  - In the event of a dispute arising from the use of the Website or these Terms, we encourage you to first contact us to seek a resolution. If an amicable resolution is not reached, the dispute may be resolved through arbitration or litigation, as appropriate under Indian laws.

By accessing and using the Swachhol Website, you agree to be bound by the applicable laws of India and submit to the exclusive jurisdiction of the courts in Mangaluru, Karnataka, India, for the resolution of any legal matters related to these Terms.

## **15. Contact Information**

If you have any questions, concerns, or feedback regarding these Terms and Conditions or any other aspect of the Swachhol website ("Website"), please do not hesitate to contact us using the following information:

1. **Customer Support:**

Email: [customercare.swachhol@gmail.com](mailto:customercare.swachhol@gmail.com)

2. **Business Inquiries:**

For any business-related inquiries, including partnerships or collaborations, please contact:

Email: [customercare.swachhol@gmail.com](mailto:customercare.swachhol@gmail.com)

3. **Privacy-Related Queries:**

For questions regarding our Privacy Policy or data protection practices, please contact:

Email: [customercare.swachhol@gmail.com](mailto:customercare.swachhol@gmail.com)

We aim to respond to all inquiries as promptly as possible and appreciate your engagement with Swachhol.

By using this Website, you acknowledge that any communications or requests made to Swachhol will be directed through the appropriate contact channels as provided above.