

Terms & Conditions:

a. System & Other Requirements

1. The application would work only on PIII with availability of free 512 MB RAM or above.
2. Connectivity with Aruhat Server for access to VIBGYOR (Internet any other medium).
3. Supported Mozilla compatible Browser and Internet Explorer
4. Active GSM Number for Numerical Sender ID (optional)

b. Service Technical Specification

1. Alphanumeric Sender ID will support up to 8 characters.
2. The Maximum Character Size of SMS is 160.
3. If SMS character size is larger than its regular size, then it will be considered as multiple SMS and it may split in multiple parts.
4. Sender ID requires availability on Gateway and Registration.
5. Sender ID activation requires one business working day.
6. Aruhat reserves all rights to make change, add or remove any feature or functionality, or module in current and/or future system and/or system interfaces and/or services and/or service specifications at any moment of time without prior notification.

c. Ownership

1. The ownership of application is under Aruhat Technologies Pvt. Ltd.
2. Aruhat Technologies Pvt. Ltd. will provide only services to "Customer/User", and there shall be no ownership of "Customer/User" for application, software, hardware used to render the services.

d. Payments

1. Payment term is 100% advance along with "Customer's/User's" confirm order.
2. At Par Cheque/DD should make the payment in favor of 'Aruhat Technologies Pvt. Ltd.' payable at Ahmedabad. Any charges related to payment should be bared additionally by the customer.
3. For Recharge of the SMS pack, the payment terms is 100% advance along with your confirm SMS recharge order.
4. Please note that all payments are non-refundable.
5. The tariff of SMS can be changed as per market rate; such tariff can be operator wise, region wise, time wise, etc. and will be decided on time to time basis by Aruhat Technologies Pvt. Ltd. without prior notice.
6. Change of Tariff may either affect the cost per SMS or count per SMS or both, which ever is decided by Aruhat Technologies Pvt. Ltd.
7. Aruhat Technologies Pvt. Ltd. reserves the right to change prices at any point of time without any prior notification.
8. In case of TDS deduction, proper documents are mandatory along with payment, and without them payment cannot be processed.

e. Government Duties and Taxes:

1. Taxes and other duties will be charged extra as per Government Rules.

f. Account

1. VIBGYOR account will be created within 24 working Hrs. after receipt of advance & Purchase Order.
2. SMS recharge will be done within 24 working Hrs. after receipt of advance & Purchase Order.
3. Recharge has to be done for both balance and validity.
4. Account renewal required to continue using same solution.
5. "Customer/User" will be informed for their username and password through any communication mode preferred by Aruhat Technologies Pvt. Ltd. The "Customer/User" has to make sure of the username and password to be secure and not to be shared with any non related person. Aruhat Technologies Pvt. Ltd. holds no responsibilities for any loss of such secure information caused due to any mishandling by the "Customer/User".

g. Responsibilities and Legal Liabilities

1. "Customer/User" has to register in NDNC for marketing related SMS.
2. "Customer/User" has to submit NDNC registered ID given by NDNC authorities to Aruhat and get approval for the same.
3. "Customer/User" is liable for NDNC registration and NDNC checking for his/her messaging numbers or messaging numbers of his/her customers/users/representatives before sending SMS.
4. "Customer/User" is liable to fulfill the TRAI regulations and will be responsible for any disputes occurring for this manner
5. Any complaint received for NDNC for the SMS sent from "Customer/User" account or account of his/her customers/users/representatives, may result in termination of the related account without any notice
6. In case of receiving complaints, "Customer/User" will be charged monetary penalty of Rs. 3,000 to 5,000 per instance and this can be changed any time by Aruhat Technologies Pvt. Ltd. However, such cases will be evaluated by Aruhat Management and may also cause termination of "Customer/User" service, in such cases, Aruhat Management decision will be considered as final and shall be binding to you.
7. After termination of services, written explanation of "Customer/User" is a mandatory document (along with other required formalities and payment of dues) for reactivation of "Customer/User" services.
8. "Customer/User" will take all responsibilities for messages sent by him/her or his/her customers/users/representatives. Such responsibilities may be one of but not limited to NDNC, notices, legal aspects. "Customer/User" will take all responsibilities of any form arisen due to SMS sent by him/her or his/her customers/users/representatives.
9. "Customer/User" will not use this service for any unlawful activities.
10. "Customer/User" will take all responsibilities on the behalf of his/her customers/users/representatives to use Aruhat services only for lawful activities.
11. Any single incident of using services, or application, or software for unlawful activities may result in termination of services without any prior notification.

h. Limited Liabilities

1. Aruhat Technologies Pvt. Ltd. will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from "Customer's/User's" use of this Aruhat's services howsoever arising, and including any loss, damage or expense arising from but not limited to any defect, error, imperfection, fault, mistake, human error or inaccuracy with Aruhat's services, its contents or associated services or due to any unavailability of the website or any part thereof or any contents or associated services.
2. Aruhat Technologies Pvt. Ltd. is not liable for failure to perform any obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, telephone service, internet service or any other service on which Aruhat Technologies Pvt. Ltd. depends on.

i. Jurisdiction

1. Subject to jurisdiction at Ahmedabad (Gujarat).

j. Others

1. Contract available at <http://vibgyor.aruhat.com> should also be agreed.
2. For detailed and/or updated service and support information, please log on to <http://vibgyor.aruhat.com>.
3. Use of services of Aruhat Technologies Pvt. Ltd. automatically implies to the acceptance of all the Terms & Conditions mentioned above as well as on the website.

* Here "Customer/User" means any Individual or Company, their customers/users/representatives/channel partners and/or customers/users/representatives/channel partners of their customers/channel partners using the services of Aruhat Technologies Pvt. Ltd.

* I have read, understood and hereby agree and accept to the "Terms and Conditions" mentioned above and on the website. I understand, agree and accept that any changes/updates in features, services or Terms & Conditions given by Aruhat Technologies Pvt. Ltd. will be communicated through any communication mode and such changes may or may not be informed in advance. I also agree to accept all such changes provided by Aruhat Technologies Pvt. Ltd. in the future.

* I hereby declare that all the particulars and information given in this application form (and all documents referred or provided therewith) are true, correct, complete and up-to-date in all respects and I have not withheld any information. I understand, accept and agree to provide any additional information to Aruhat Technologies Pvt. Ltd. which may be required by them to render their services and operations in future.