Garchi's CMS Terms and Conditions

Date: 11th August 2023

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the **Garchi CMS website** and **API services (the "Service")** operated by Garchi International Limited ("us", "we", or "our").

SaaS refers to software as a service.

If you have any queries or have difficulty understanding these terms and conditions then feel free to send an email to admin@garchi.co.uk.

By registering with us, you agree to all these terms and conditions and the consequences arising from any breaches.

Account Usage:

1. To access certain features of the Service, you must register for an account. When you register for an account, you agree to provide accurate and complete information.
2. You are solely responsible for all activity under your account and for maintaining the confidentiality of your password. You may not transfer your account credentials to any other person.
3. You agree to comply with our Acceptable Use Policy and all applicable local, state, national and international laws, rules and regulations when using the Service.
4. We reserve the right to suspend or terminate your account if you breach these Terms or misuse the Service.

General:

1. Your use of the Service is at your sole risk. The Service is provided on an "as is" basis.
2. We reserve the right to modify these Terms and any aspect of the Service at any time. Updated Terms will be posted here. Continued use of the Service constitutes acceptance.
3. These Terms constitute the entire agreement between you and us.
4. If any provision of these Terms is held invalid or unenforceable, it shall be severed and shall not affect the validity or enforceability of remaining provisions.
5. This Agreement shall be governed under the laws of England and Wales. All disputes shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Content and Data:

1. You retain full ownership of all content and data you upload or store using the Service.
2. You grant us a worldwide license to access, store and use your content and data solely to the extent necessary to provide the Service.
3. We take many precautions for data security but cannot guarantee against any loss or breach. You are responsible for backing up your own content and data.
4. Make sure you do not publish your API keys publicly and if possible use server-side logic to use our APIs. **Your API key is might be used for billing, so you need to make sure you use and store them securely.**
5. If you become aware of any unauthorized access to your account or data, you must notify us immediately at admin@garchi.co.uk

Subscriptions and Payments:

1. Once you create an account with us, you are automatically eligible for our free plan and it's benefits.
2. We reserve full rights to make changes to the pricing or benefits of the plan. You will be provided with the advance notice of any changes related to the subscriptions we plan to make.
3. For our paid subscription plans, you will be charged based on monthly basis. Your card or bank account will be charged the moment you subscribe to one of our paid subscription plans.
4. We currently use Stripe for subscription and payment purposes. The card details are taken on our website but the actual secure process is carried out by Stripe.
5. The charge is non refundable.
6. You can change your subscription plan. The new plan or the changed plan will be effective immediately from the date when you change or upgrade the plan. For example: Suppose you start a subscription plan on 1st Jan. Let's say on 15th Jan you decide to change your subscription plan and you switched to the new plan on 15th Jan. The new plan will be effective from 15th Jan.

Refunds and Order Cancellation (For E-commerce API Only):

1. Our API services are data-driven. So it just does CRUD operations. So any formalities that are carried out by your customer using your platform, including but not limited to order refund, order cancellation, and online payment needs to be handled by you. On successful handling, you can use the [respective](#) APIs to update the order status in the database.

Legal Aspects and our Rights:

1. You must comply with all the points mentioned in this document.
2. In case we find you breach any of these terms and conditions, we reserve the complete right to delete your account with prior notice wherever it is applicable.
3. This Agreement will be governed by and interpreted according to the law of **England and Wales**. All disputes arising under the Agreement will be subject to the exclusive **jurisdiction of the English and Welsh courts.**
4. We reserve full rights to make changes to this document. In this case, you will be notified about any future changes to this document.