

Terms and Conditions

I. Rental/leasing policy of IT material.

1. **The Choice for selection of products**

SOGO provides a choice to the customer to select the products, its make, and configuration on rental/lease basis either on a long-term or short term basis as per the requirement to conclude the projects. SOGO provides assured quality.

2. **Software loading**

SOGO expert team shall upload software or update software as per configuration which saves time and efforts of the clients.

3. **Support**

SOGO expert team shall always be on standby for timely and reliable maintenance of any nature of breakdown at no cost to the users.

4. **Flexibility**

SOGO provides flexibility on the period as well as changes in the configuration of IT material on rental basis at minimum cost during the lease period.

5. **Dependability**

- a) Customers/Clients may rely on us for doorstep delivery as well as commissioning support through our qualified team of service engineers.
- b) It is the sole discretion of SOGO to provide IT material on a rental basis before accepting the customer's order.
- c) Customers are required to acknowledge the receipt of its products in good, working conditions and the same has to be returned in the good working conditions.
- d) Any damages/loss/theft of IT material at customer place, the cost of repairs, loss of materials has to be recovered from the customers only by SOGO.
- e) Customers need to inform the requirements of technical support as well as installation support and maintenance prior to confirming the rental order by SOGO.

- f) Rental items listed on the website do not infringe upon the intellectual property, trade secret or other proprietary rights or rights of publicity or privacy rights of third parties. All the items must be listed in an appropriate category on the website. All listed items available in stock for successful delivery of material on rents.
- g) The description of the item does not mislead and describe the actual condition of the product. If the item description does not match the actual condition of the item, SOGO agrees to refund any amounts that you may have received from the customer.
- h) SOGO reserves the right to delete or add any such multiple listings of the same product listed in the various categories.

II. Transport and shipping policy

The operation of the transportation determines the efficiency of moving products to the customer place. SOGO management principles improve the delivery speed, service quality, operation costs and the usage of facilities and energy saving. Transportation takes a crucial part in the manipulation of logistics by SOGO.

1. The product delivery and pick up can be done by SOGO or the supplier to the customer within 24 hours from the date and time of the confirmation order issued by the customer.
2. SOGO shall try its level best to deliver the products by end of day of the delivery date.
3. SOGO will not be held responsible for any loss incurred due to delay or cancellation in shipment of rental products due to unforeseen circumstances or reason beyond the control of the management.

III. Rental period policy

1. Period can be decided by the customers as per their requirements.
2. Customers may extend the period of rental by intimating through mail or letter 7 days prior to the expiry of previous rental period.
3. It is the sole discretion of SOGO either to extend or get return the IT material provided on rental basis to the customers.
4. The customer may enter into a rental agreement in case of need for more volumes of IT material for the longer period 6th months and more. The customer may use the minimum lock-in-period facility under the said agreement for their assured work.

5. SOGO offers flexibility of rent period either for extension or for reduction or termination of rental agreement by providing advance prior notice.

IV. Payment policy

1. General information

- a) All the payment should be either to the online credit of SOGO account or through cheque or through any mode of digital payment or electronics mode of payments, refund shall be made through payment facility by using NEFT / RTGS or any other online banking / electronic funds transfer system approved by reserve bank India (RBI).
- b) While availing any of the payment method/s available on the website, SOGO will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the user of the website.
- c) All payments made against the rental services on website shall be compulsory in Indian rupees. Websites will not facilitate transactions with respect to any other form of currency.
- d) Before shipping material on rental to the customer, SOGO may request you to provide supporting documents (AADHAR ID for address proof) to establish the ownership of the payment instrument used by the customer. This is done in the interest of providing a safe online rental environment to the users.
- e) The customer should understand that the payment facility is not available in part payment; it should be as per the cost of tax invoice.

2. Short term period up to 3 months

Customers have to deposit an advanced rent amount with SOGO as mutually agreed upon. It should be treated as a deposit. In case of further extension in the rental period, the customer has to pay the rent for the utilized period without any appropriation to the deposit initially placed with SOGO.

3. Long term period more than 3 months up to 12 months

- a) Customers are required to deposit a refundable security deposit
- b) The rent contract also has a facility for declaring lock-in period that is either equivalent to the tenure of the contract that is agreed by the

customer while booking the product(s) on rent basis or as per the choice of the customer who can decide the assured period. During lock-in-period neither the customer nor SOGO ask for return of material. The termination by the customer shall be at his cost up to the end of lock-in-period.

- c) The customer may terminate the rent agreement before the end-date of contract, the customer must give 15 days' advance notice to SOGO. The rent remaining will be deducted from the security deposit. If the remaining rent is more than the security deposit, SOGO has a right to recover from the customer.
- d) In case of defaulting on payment of monthly rent amount for more than 10 days following the due date by the customer, SOGO has the right to physically remove the IT material provided on rental basis from the customer's premises and resource is available for the balanced payment at the cost of the customers.

4. Security deposit payment

- a) The customer has to pay the monthly rent in advance as per their rules of payment. An amount, in the name of 'security deposit', may also be collected by SOGO as a safety amount in case of damage to the product or any loss of the material.
- b) At the end of rental period, if the product is returned in the same condition as it was before the start of rental period, then the entire security deposit shall be returned to the customer. However, SOGO holds all the rights to decide the condition of the product same as before the rental period.
- c) In case of damage to a product, SOGO also has the right to claim additional amounts from the customer for repair/replacement.

5. Payment refund policy

- a) Refund amounts shall be processed within 5 working days on return of its products in good condition and the refund amount shall be transferred online or through cheques as desired by the customers.
- b) Refund amount is subject to the deduction of any rent in arrears, cost of damages to the IT materials, missing IT materials, etc. In case such cost is more than the refundable security deposit, the same amount can be recovered from the customer at his cost and consequences.
- c) The refund shall be made available to the credit of the registered account of the customer only through electronic mode only.

- d) The refund shall be made in Indian rupees only and may not be equivalent to the transaction price received in Indian rupees.
- e) The refund shall be subjected to the SOGO policy of refund and recourse is available to SOGO in case of any misuse.

6. Material returned policy

- a) The customer will not be charged for regular wear and tear. If the damage caused to the product is repairable, the cost of such repairs will be charged and deducted from the security deposit.
- b) If the repair cost exceeds the security deposit, the balance amount must be paid by the customer. If the item is non-repairable, the customer will have to pay the full cost of the product.
- c) The refund process will take up to 5 working days to finalize the cost and transfer the amount to the registered bank account of the customer.

V. Replacement policy

1. The replacement is the process of replacing something in place of another. The customer can request for replacement whenever he is not happy with the material or the reason being damaged in shipping, defective items, item(s) missing, the wrong item shipped and the like.
2. The replacement policy seeks to assist customers who have been identified damages to the products or its non-working or quality does not match with the requirements of the customer. The customer has to identify at the time of delivery and/or if any defect is found by the customer while working, then the customer can ask for products replacement from SOGO subject to the following terms and conditions:
 - a) SOGO can always accept the return irrespective of the policy. Customers need to raise the replacement request within 2 days from the date of delivery of products. Once the customer has raised a replacement request by contacting SOGO on the toll-free number provided on the website. Once the replacement request has been raised, the following steps shall be followed:
 - b) Notify to SOGO any defects in the product/s at the time of delivery of the product/s.

c) Replacement can be for the entire product/s or part/s of the product subject to availability of the same with SOGO. The customer is asked for “reason for return”. Among others, the following are the leading reasons:

- i) Product damaged during shipping/ delivery
- ii) The customer was noticed for defective items
- iii) The customer was noticed an item dead on arrival
- iv) The customer noticed a few items (s) are missing
- v) The customer noticed the wrong item sent

d) Following products shall not be eligible for return or replacement:

- i) Damages due to misuse of the product by the customer.
- ii) Incidental damage due to the malfunctioning of the product.
- iii) Any consumable item which has been Used/Installed by customer.
- iv) Products with tampered or missing serial/UPC numbers.

VI. Termination Policy

1. The agreement signed by the customer at the time of delivery has a lock-in period that is equivalent to the tenure of the contract that is agreed by the customer while booking the product.
2. If the customer shall return the equipment on the date specified as “end date” in the same Conditions as the customer had received it, except for normal wear and tear, the full security deposit shall be refunded, only after a thorough quality check.
3. In case the agreement is terminated before the date specified as “end date”, the customer Must have given 15 days’ notice to SOGO for pickup, the customer agrees to pay 1 month’s rent as a penalty for a breach in the agreed rental period.
4. In case the customer does not provide 15 days’ notice and wishes to return the equipment in a time lesser than 15 days, the customer agrees to pay an additional charge as decided by SOGO.

VII. Eligibility of customer

1. Customers should have attended the age of 18 years and above and a person who can enter into a legally binding contract and not barred by any law time being in force.
2. Customers have to access SOGO websites for registration on-site or by any other means not as an individual but on behalf of the legal entity that represents as authorized to do so such as listing, posting information on behalf of such a legal entity.
3. The customer should agree and be accountable for such information provided for registration.
4. The customer should upload the certificate related to the legal entity such as GST registration, pan card, and bank account details for future transactions.
5. SOGO has full rights to terminate membership registration or refuse to accept membership or access to the website.

VIII. Applicable law

1. The terms of uses shall be governed by and interpreted and construed in accordance with the laws of India. The courts in Bangalore shall have exclusive jurisdiction over any disputes arising out of the terms of use.
2. Nothing contained in this clause will affect the applicability and binding nature of the provisions of the privacy policy and dispute resolution policy.
3. This site is controlled and operated by SOGO computers Pvt Ltd and products are rented /sold by them. All material on this site, including images, illustrations, audio clips, and video clips, are protected through copyrights, trademarks, and other intellectual property rights. Material on the website is solely for commercial rental use.
4. In addition to these terms of use, customers must also agree to be bound by the provisions of our privacy policy, in order to have the right to use the website. The clauses of these terms of use should be read in consonance with those of the privacy policy and dispute resolution policy, and any rights and powers granted to SOGO computers Pvt Ltd in the terms of use will be considered to be in addition to those provided in the privacy policy and dispute resolution policy.
5. The customers also acknowledge and agree with the rental policy as declared and modified from time to time. Any future amended in the rental policy implemented by SOGO is binding to the users/ customers.
6. SOGO has full rights or discretion to amend, delete, add any terms and conditions to this rental policy at any point in time.

IX. Limitation of liability

In no event shall SOGO be liable for any special, incidental, indirect, or consequential damages of any kind in connection with these terms of use, even if the user has been informed in advance of the possibility of such damages.

X. Know Your Customer (KYC) policy

Products will be delivered only upon receiving and verifying one valid ID proof and one Address proof which matches the person & address for delivery. We accept Aadhaar card, Driving license, Passport and PAN card. No delivery will happen at an address that is different from the one one your address proof. Sogo reserves the right to cancel the booking if either the above proofs are not provided or not found sufficient.