

TERMS AND CONDITIONS

WINNGOO D REMIND PLATFORM

Last Updated:

1. Acceptance of Terms

These Terms and Conditions (“Terms”) constitute a legally binding agreement between the user (“User”, “you”, or “your”) and the operator of the Winngoo D Remind platform (“Company”, “we”, “us”, or “our”). These Terms govern your access to and use of the Winngoo D Remind website, mobile applications, administrative systems, and related services (collectively referred to as the “Platform” or “Service”). By accessing, browsing, registering for, or otherwise using the Platform, you acknowledge that you have read, understood, and agree to be legally bound by these Terms.

Your continued use of the Platform signifies your acceptance of these Terms as they may be updated from time to time. If you disagree with any provision contained herein, you must immediately discontinue use of the Platform and any services offered through it. These Terms apply to all visitors, registered users, and entities accessing the Platform.

GENERAL PLATFORM TERMS

2. Purpose of the Platform

Winngoo D Remind is a digital reminder management service designed to help individuals and organisations keep track of important events, deadlines, obligations, document expirations, subscriptions, and financial commitments. The Platform allows users to create and manage reminders, organize events, and receive automated alerts before scheduled dates.

The purpose of the Platform is to assist users in improving personal organization and time management. The Platform provides centralized tools that allow users to store reminder information in a structured environment where notifications can be generated automatically.

While the Platform aims to support effective reminder management, it does not replace personal responsibility for managing deadlines or obligations.

3. Definitions

For these Terms, certain key terms shall have the meanings set forth below. “Platform” refers to the Winngoo D Remind software infrastructure, including the website, mobile applications, backend systems, and associated services. “User” refers to any individual or entity accessing or using the Platform. “Account” refers to a registered user profile created to access reminder features.

“Reminder Data” refers to any information entered by users, including reminder titles, dates, descriptions, notification settings, and associated notes. “Service” refers to all functionalities

provided through the Platform, including reminder scheduling, notification delivery, and account management features.

These definitions are intended to clarify the interpretation of these Terms and apply throughout the agreement unless otherwise stated.

4. Eligibility

Access to and use of the Platform is limited to individuals who have reached the age of eighteen (18) years or the legal age of majority in their jurisdiction. By registering or using the Platform, you represent and warrant that you meet this eligibility requirement and possess the legal capacity to enter into binding agreements.

If you are using the Platform on behalf of a business or organization, you represent that you are authorized to bind that organization to these Terms. The Company reserves the right to request verification of authorization where necessary.

The Company may suspend or terminate accounts of users who do not meet eligibility requirements or who provide inaccurate registration information.

5. User Registration

To access certain features of the Platform, users must register for an account by providing accurate and complete information during the registration process. This may include personal information such as name, email address, location details, and secure login credentials.

Users agree to ensure that all information provided during registration remains accurate and up to date. Failure to maintain accurate information may limit access to certain platform features.

The Company reserves the right to verify user information and to suspend accounts that appear to contain false or misleading data.

6. Account Authentication

Users are responsible for maintaining the confidentiality and security of their login credentials. This includes protecting passwords, authentication codes, and other account access information from unauthorized disclosure.

Users must take reasonable precautions to prevent unauthorized access to their accounts. This includes using strong passwords, logging out from shared devices, and promptly reporting suspected security breaches.

The Company shall not be responsible for losses or damages arising from unauthorized access caused by user negligence in protecting login credentials.

7. User Responsibilities

Users agree to use the Platform responsibly and only for lawful purposes. Users are solely responsible for the reminder information they create, manage, and store within their accounts.

Users must ensure that their use of the Platform does not infringe the rights of others, interfere with platform operations, or violate applicable laws or regulations.

Users acknowledge that the Platform functions solely as a reminder assistance tool and does not guarantee the prevention of missed deadlines or obligations.

8. Account Maintenance

Users are responsible for maintaining their account information and ensuring that contact details remain accurate and current. Accurate contact information is necessary to ensure that reminder notifications are delivered properly.

The Platform may periodically request users to confirm or update their account information. Failure to respond to such requests may result in temporary restrictions on account functionality.

Users may also manage their account preferences, including notification settings and security options, through the user dashboard.

REMINDER SERVICES

9. Creation of Reminders

The Platform allows users to create reminders for a wide range of personal and professional purposes, including bill payments, document renewals, insurance policies, appointments, subscription renewals, and contractual obligations.

Users may define reminder details such as event title, description, due date, category, and notification schedule. These details are stored in the user's account and used to generate reminder alerts.

The Company does not verify the accuracy of reminder data and relies entirely on information provided by the user.

10. Recurring Reminders

Users may create recurring reminders for events that occur regularly, such as monthly payments, annual renewals, or scheduled appointments. Recurring reminders may be configured to repeat at intervals defined by the user.

Users are responsible for ensuring that recurring schedules are correctly configured. Incorrect scheduling may result in missed or incorrect notifications.

The Platform provides tools to edit or cancel recurring reminders at any time through the user dashboard.

11. Reminder Categories

The Platform may provide categorization features that allow users to group reminders under various categories such as personal events, financial obligations, legal deadlines, or professional commitments.

Categories help users organize reminders and improve visibility within the dashboard. Users may create custom labels or categories depending on available platform features.

Categorization features are provided solely for organizational purposes and do not affect the functionality of reminder notifications.

12. Reminder Editing

Users may modify reminder information through the platform dashboard at any time. Editing options may include updating reminder titles, adjusting due dates, changing notification schedules, or adding notes.

Users are responsible for reviewing reminder details regularly to ensure accuracy. Edited reminders may replace previously stored reminder data within the platform system.

The Platform does not maintain responsibility for tracking historical changes to reminder information unless such functionality is specifically provided.

13. Reminder Deletion

Users may delete reminders from their accounts through the dashboard interface. Once a reminder is deleted, it may no longer be recoverable.

Users acknowledge that deletion of reminders is permanent unless the Platform specifically provides recovery features. The Company shall not be responsible for restoring deleted reminder data.

Users are encouraged to verify reminder details before deletion to avoid accidental loss of important information.

14. Reminder Notifications

The Platform may send reminder notifications through various channels, including email notifications, mobile push notifications, and in-platform alerts. Notification availability may depend on the user's device, application settings, and system permissions.

Users must ensure that their devices allow notifications from the Platform. Failure to enable notifications may result in missed alerts.

The Platform may allow users to configure the timing of notifications, including advance reminders before the scheduled date.

15. Notification Timing

While the Platform aims to deliver reminders according to user-defined schedules, the exact timing of notification delivery may vary due to technical factors, including network delays, server load, device settings, and third-party messaging services.

The Company does not guarantee real-time notification delivery or exact timing precision.

Users acknowledge that reminder notifications should be considered assistance tools rather than guaranteed deadline management systems.

16. Notification Failure

Notification failures may occur due to device configuration issues, internet connectivity problems, software errors, or third-party service interruptions.

The Company shall not be liable for missed reminders resulting from notification delivery failures.

Users are encouraged to periodically review their reminder dashboard to verify upcoming events rather than relying solely on automated alerts.

USER CONTENT AND DATA

17. User Data Ownership

Users retain ownership of all reminder information, notes, descriptions, and other data entered into the Platform. The Platform does not claim ownership over such user-generated content. However, to operate the Service effectively, users grant the Company a limited, non-exclusive, worldwide license to store, process, transmit, and display such information for the purpose of delivering reminder services and maintaining platform functionality.

This limited license exists only for the duration necessary to provide the Service and does not permit the Company to use user data for unrelated purposes without consent. Users acknowledge that the Platform may store reminder information on secure servers or cloud infrastructure in order to ensure system reliability and service continuity.

Users are responsible for ensuring that any data entered into the Platform does not violate the rights of third parties or applicable laws. The Company may remove or restrict access to user data that appears to violate these Terms.

18. Content Accuracy

Users are solely responsible for the accuracy, completeness, and reliability of any reminder information entered into the Platform. The Company does not independently verify the validity of reminder dates, descriptions, or associated data.

Users acknowledge that the effectiveness of the reminder service depends entirely on the accuracy of information provided during reminder creation. Incorrect or incomplete reminder details may result in inaccurate notifications or missed reminders.

The Company shall not be responsible for errors arising from inaccurate data submitted by users. Users are encouraged to review and update reminder information regularly to ensure accuracy.

19. Prohibited Content

Users agree not to upload, enter, store, or transmit any content through the Platform that is unlawful, harmful, abusive, defamatory, or otherwise objectionable. Content that infringes intellectual property rights, violates privacy rights, or contains malicious software is strictly prohibited.

The Platform must not be used to store illegal data, distribute malware, or engage in fraudulent activities. Any attempt to use the Platform for harmful or unlawful purposes may result in the user account being suspended or terminated immediately.

The Company reserves the right to review and remove content that violates these restrictions and may cooperate with law enforcement authorities when required by law.

20. Data Backup

The Company may implement automated backup systems designed to protect user data and maintain platform reliability. These backups may occur periodically and may include reminder data and account information stored within the Platform.

However, the Company does not guarantee that backups will always prevent data loss. Users are encouraged to maintain independent records of critical information and should not rely exclusively on the Platform for permanent data storage.

Backup systems are intended solely to improve system stability and do not constitute a guaranteed recovery mechanism for lost data.

21. Data Retention

User data may be retained for as long as necessary to provide the Service and to fulfil legal, regulatory, or operational requirements. The Company may retain certain information after account termination if required to comply with applicable laws or to resolve disputes.

Data retention periods may vary depending on the type of information stored and the purpose for which it was collected. The Company may anonymise or delete data when it is no longer required for service operation.

Users acknowledge that some residual data may remain in system backups for a limited period after deletion.

22. Privacy and Data Protection

The Company is committed to protecting user privacy and processing personal data in accordance with applicable data protection and cybersecurity laws, including the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000 and applicable rules thereunder (India), the UK General Data Protection Regulation (UK GDPR), the EU General Data Protection Regulation (EU GDPR), and other applicable privacy, data protection, and electronic communication laws of relevant jurisdictions.

By using the Platform, users acknowledge and consent to the collection, storage, use, processing, and transfer of personal data necessary for the operation of the Service. Such processing may include account registration information, reminder data, device information, communication preferences, technical usage data, and notification settings.

The Company shall process personal data solely for lawful and legitimate business purposes, including:

- providing reminder and notification services;
- maintaining platform functionality and security;
- improving user experience and service performance;
- responding to customer support requests;
- complying with legal and regulatory obligations.

The Company implements reasonable technical, organisational, and administrative safeguards designed to protect personal data against unauthorised access, misuse, disclosure, alteration, or destruction.

Users may have rights under applicable data protection laws, including rights relating to access, correction, deletion, withdrawal of consent, restriction of processing, or grievance redressal, subject to applicable legal limitations.

Further information regarding the collection, use, disclosure, retention, transfer, and protection of personal data is available in the Platform's Privacy Policy, which forms an integral part of these Terms and is incorporated herein by reference.

23. Cookies and Tracking Technologies

The Platform may use cookies, device identifiers, analytics technologies, and similar tracking mechanisms to improve functionality, maintain security, remember user preferences, analyse platform usage, and enhance overall user experience.

Such technologies may collect technical and usage-related information, including browser type, device information, session activity, language preferences, and interaction data.

Where required by applicable law, the Platform may request user consent before using non-essential cookies or analytics technologies.

Users may control or disable certain cookies and tracking technologies through their device or browser settings. However, disabling certain technologies may affect the functionality or performance of the Platform.

Further information regarding the use of cookies and tracking technologies is available in the Platform's Privacy Policy and Cookie Policy, where applicable.

PLATFORM ADMINISTRATION

24. Administrative Access

The Platform may include administrative tools that allow authorized personnel to manage system operations, monitor platform performance, and address technical issues. Administrative access may involve viewing limited user data necessary for troubleshooting or service maintenance.

Such access is restricted to authorized employees or contractors who are bound by confidentiality obligations. Administrative access is conducted solely for operational, security, and support purposes.

The Company implements internal safeguards to ensure that administrative access is used responsibly and in accordance with applicable data protection standards.

25. System Monitoring

To maintain platform security and performance, the Company may monitor system activity, including user interactions, access patterns, and system performance metrics. Monitoring may be conducted to detect security threats, prevent fraudulent activities, and maintain system integrity.

Monitoring processes may involve automated tools and analytics systems designed to identify unusual activity. These processes help ensure the stability and safety of the Platform.

Users acknowledge that such monitoring is necessary to protect the Platform and its users from security risks and misuse.

26. System Maintenance

The Company may perform scheduled or emergency maintenance to maintain system performance and improve service quality. Maintenance activities may involve temporary service interruptions or reduced functionality.

The Company will make reasonable efforts to minimise disruption and may provide advance notice of scheduled maintenance where possible. However, certain maintenance activities may occur without prior notice if required to address urgent technical issues.

Users acknowledge that occasional downtime is an inherent aspect of online service operations.

27. Platform Updates

The Company may periodically release updates, upgrades, or improvements to the Platform. These updates may include new features, security enhancements, performance improvements, or changes to existing functionality.

Updates may be applied automatically without requiring user action, particularly for mobile applications or backend systems. Continued use of the Platform following updates constitutes acceptance of the modified features.

The Company is not obligated to maintain older versions of the Platform indefinitely.

ACCEPTABLE USE

28. Lawful Use

Users agree to use the Platform only for lawful purposes and in accordance with all applicable laws and regulations. The Platform must not be used in connection with any illegal activities or activities that violate the rights of others.

Users are responsible for ensuring that their use of the Platform complies with all relevant legal obligations in their jurisdiction. Misuse of the Platform may result in account suspension or termination.

29. Security Violations

Users must not attempt to bypass or compromise platform security mechanisms. Activities such as hacking, exploiting vulnerabilities, or gaining unauthorised access to system components are strictly prohibited.

Any attempt to disrupt the security or stability of the Platform may result in immediate account termination and potential legal action.

The Company reserves the right to investigate suspected security violations and cooperate with law enforcement authorities where appropriate.

30. System Interference

Users must not engage in activities that interfere with the normal operation of the Platform. This includes excessive automated requests, data scraping, or actions designed to overload platform servers.

Such activities may disrupt service availability for other users and compromise system performance. The Company may implement technical measures to detect and prevent such behaviour.

Accounts involved in system interference may be suspended or terminated without prior notice.

INTELLECTUAL PROPERTY

31. Platform Ownership

All intellectual property rights associated with the Platform, including software code, design elements, trademarks, logos, and documentation, are owned by the Company or its licensors.

These materials are protected by copyright, trademark, and other intellectual property laws. Unauthorised use or reproduction of platform content is strictly prohibited.

Users acknowledge that no ownership rights in the Platform are transferred through the use of the Service.

32. License to Users

The Company grants users a limited, non-exclusive, revocable license to access and use the Platform solely for personal or internal business purposes related to reminder management.

This license does not permit users to resell, distribute, or commercially exploit the Platform without written authorization from the Company.

Users must comply with these Terms while exercising this license.

33. Restrictions on Use

Users are strictly prohibited from engaging in any activity that interferes with, misappropriates, or improperly exploits the intellectual property rights associated with the Platform. Without the prior written consent of the Company, users must not reverse engineer, decompile, disassemble, modify, copy, reproduce, distribute, publicly display, transmit, sell, license, or otherwise exploit any portion of the Platform's software, source code, design elements, or proprietary technology.

Users shall not attempt to create derivative works based on the Platform's software architecture, algorithms, databases, or interface components. Any attempt to replicate or imitate the functionality of the Platform for the purpose of creating competing services or unauthorized systems is strictly prohibited.

The Company reserves all rights not expressly granted under these Terms. Unauthorized use of the Platform's intellectual property may result in suspension or termination of access to the Service and may subject the user to civil or criminal liability under applicable intellectual property laws.

THIRD-PARTY SERVICES

34. Third-Party Services

The Platform may depend on third-party service providers to deliver certain functionalities, including cloud hosting infrastructure, messaging services, notification systems, email delivery providers, analytics tools, and payment processing services, where applicable. These external services may be necessary for the proper functioning of reminder notifications and platform operations.

Such third-party services operate independently and are governed by their own terms of service, privacy policies, and operational standards. The Company does not control and is not responsible for the policies, performance, or reliability of such third-party providers.

By using the Platform, users acknowledge that certain features may rely on these external systems and agree that the Company shall not be liable for disruptions or limitations caused by such third-party services.

35. External Links

The Platform may contain hyperlinks or references to external websites, services, or resources that are owned and operated by third parties. These links are provided solely for convenience and informational purposes and do not constitute an endorsement, sponsorship, or recommendation by the Company.

The Company does not control the content, security practices, or policies of third-party websites and therefore assumes no responsibility for the availability or accuracy of such resources. Users who choose to access external websites do so at their own risk.

Users are encouraged to review the terms and privacy policies of any third-party websites before interacting with them or submitting personal information.

36. Third-Party Liability

The Company shall not be responsible for service disruptions, delays, data losses, or other issues arising from the performance or failure of third-party service providers utilized by the Platform. Such providers may include hosting services, internet infrastructure providers, messaging systems, or external communication networks.

Users acknowledge that certain aspects of the Platform depend on external infrastructure that is beyond the Company's direct control. While the Company makes reasonable efforts to select reliable service providers, it cannot guarantee the uninterrupted availability of third-party services.

Accordingly, the Company shall not be liable for any damages or losses resulting from failures, interruptions, or security incidents involving third-party systems.

PAYMENTS, SUBSCRIPTIONS, AND REFUNDS

37. Paid Services

Certain features of the Platform may be offered on a paid subscription basis or through one-

time purchases. Users agree to pay all applicable fees associated with the selected services, plans, or premium features.

All pricing, billing intervals, and payment terms shall be displayed at the time of purchase or subscription activation.

The Company reserves the right to modify pricing, subscription plans, or billing structures at any time. Any pricing changes shall apply prospectively and, where required by applicable law, users will be provided reasonable notice prior to such changes taking effect.

38. Billing and Subscription Renewal

Subscriptions may automatically renew at the end of the applicable billing cycle unless cancelled prior to the renewal date.

By subscribing to a paid plan, users authorise the Company or its third-party payment processors to charge the applicable subscription fees, taxes, and recurring charges using the selected payment method.

Users are responsible for maintaining valid and up-to-date payment information.

39. Refund Policy

Except where required by applicable law, all payments made for subscriptions, premium features, digital services, or other Platform purchases are non-refundable.

The Company does not provide refunds for:

- partially used subscription periods;
- unused Platform features;
- user dissatisfaction unrelated to verified technical defects;
- accidental purchases caused by user negligence;
- failure to cancel automatic renewals before the billing date.

Refund requests may be reviewed on a case-by-case basis at the sole discretion of the Company where exceptional circumstances exist, including duplicate charges or verified billing errors.

Where purchases are processed through third-party platforms such as the Apple App Store or Google Play Store, refunds shall be governed by the applicable third-party platform policies.

40. Cancellation of Subscription

Users may cancel subscriptions at any time through their account settings or through the applicable app marketplace subscription management system.

Cancellation shall prevent future renewal charges but shall not automatically entitle the user to a refund for the current billing period unless required by applicable law.

Users may continue accessing paid features until the expiration of the active subscription term.

41. Failed Payments

If payment processing fails, the Company may suspend or restrict access to paid features until outstanding amounts are successfully processed.

Repeated payment failures may result in automatic cancellation of subscriptions or termination of premium access.

The Company shall not be liable for losses resulting from interrupted access caused by failed or declined payments.

LIABILITY AND WARRANTIES

42. Service Disclaimer

The Platform and all related services are provided on an “as-is” and “as-available” basis. To the fullest extent permitted by applicable law, the Company disclaims all warranties, representations, or guarantees of any kind, whether express, implied, or statutory.

This includes but is not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted service availability. The Company does not warrant that the Platform will operate without errors, interruptions, delays, or security vulnerabilities.

Users acknowledge that the use of online services involves inherent technical risks and agree that the Platform is provided without guarantees of performance or reliability.

43. Limitation of Liability

To the maximum extent permitted under applicable law, the Company, its affiliates, directors, employees, contractors, and partners shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to the use of the Platform.

This limitation includes damages relating to lost profits, lost data, business interruption, missed reminders, financial losses, or reputational harm resulting from reliance on the Platform.

Even if the Company has been advised of the possibility of such damages, the Company’s total liability shall not exceed the amount paid by the user for the Service during the preceding twelve months, if applicable.

44. Missed Deadline Disclaimer

Users acknowledge that the Platform functions solely as a reminder and organizational tool intended to assist with time management. While the Platform attempts to deliver notifications according to the schedule set by the user, the Company does not guarantee that reminders will always be delivered or received.

Notification delivery may be affected by technical factors, including internet connectivity, device configuration, notification permissions, software errors, or third-party messaging systems.

Users remain solely responsible for managing their obligations, deadlines, appointments, and commitments. The Company shall not be liable for penalties, financial losses, missed opportunities, or other consequences resulting from missed reminders.

45. Indemnification

Users agree to indemnify, defend, and hold harmless the Company, its affiliates, directors, officers, employees, contractors, and partners from and against any claims, damages, liabilities, losses, costs, or expenses arising out of or related to the user's use of the Platform.

This indemnification obligation includes claims arising from the misuse of the Platform, violations of these Terms, infringement of third-party rights, or unlawful activities conducted through a user account.

Users further agree to cooperate with the Company in defending against such claims and acknowledge that the Company reserves the right to assume exclusive defence and control of any matter subject to indemnification.

ACCOUNT TERMINATION

46. Account Suspension

The Company reserves the right to temporarily suspend user accounts that appear to violate these Terms or are suspected of engaging in unauthorised or suspicious activities. Suspension may occur while the Company investigates potential security concerns or policy violations.

During a suspension period, users may experience limited or restricted access to certain features of the Platform. The Company may request additional information from users to resolve the issue and restore account access.

Suspension may be implemented as a precautionary measure to protect the integrity and security of the Platform and its users.

47. Account Termination by Company

The Company may permanently terminate user accounts if users repeatedly violate these Terms, engage in fraudulent behaviour, misuse the Platform, or compromise the security of the system.

Termination may occur without prior notice in cases involving serious violations, including attempted hacking, unauthorized system access, or malicious activity.

Upon termination, users may lose access to their reminder data, account settings, and associated services. The Company shall not be obligated to restore terminated accounts or recover deleted data.

48. Account Termination by User

Users may choose to terminate their account at any time by accessing the account settings within the Platform or by contacting customer support through the official communication channels provided.

Upon termination, the user's access to the Platform will cease, and reminder services associated with the account will be discontinued.

The Company may retain certain information following account termination where required for legal, regulatory, or operational purposes.

LEGAL PROVISIONS

49. Amendments to Terms

The Company reserves the right to update, modify, or revise these Terms at any time to reflect changes in legal requirements, technological developments, or operational practices.

Updated versions of the Terms will be published on the Platform along with the revised effective date. Users are encouraged to review the Terms periodically to remain informed of any changes.

Continued use of the Platform following the publication of revised Terms constitutes acceptance of those changes.

50. Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of India.

Any claim(s), controversy(ies), difference(s), or dispute(s) arising out of or in connection with the present Terms or the use of the Platform, the parties agree to first attempt to resolve the matter through good-faith negotiation.

If the dispute cannot be resolved through negotiation, the parties may pursue mediation or other alternative dispute resolution mechanisms before initiating formal legal proceedings.

If such mechanisms fail, disputes shall be submitted to the exclusive jurisdiction of the competent courts located in Chennai, Tamil Nadu, India.

51. Severability

If any provision of these Terms is determined to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the agreement.

The remaining provisions shall remain in full force and effect and shall continue to govern the relationship between the user and the Company.

52. Policy Integration

These Terms should be read in conjunction with the Platform's Privacy Policy, Cookie Policy, and any other policies published by the Company.

Such policies form an integral part of the contractual relationship between the user and the Company and are incorporated into these Terms by reference.

53. Contact Information

Users who have questions, concerns, or requests regarding these Terms may contact the Company through the official contact channels provided on the Platform, including email support or customer service portals.

The Company will make reasonable efforts to respond to inquiries promptly. Users are encouraged to include relevant account details when contacting support to facilitate efficient assistance.

- Contact no:
- Email: