

These Terms may be updated from time to time in the future. You agree to review our Terms of Service regularly by visiting this page. Your continued access to or use of the service will mean that you agree to the changes. You will be notified of any significant changes to our Terms of Service.

Service Offered

Online access to Effibooks application for accounting purposes.

Account

If we accept an application for the creation of Effibooks account “a product owned by Effinomy LLP”, we will confirm this by email and at that point a legally binding contract will be created between the Account Holder and us. If you apply for an Effibooks account to be created, you warrant that you are authorized to enter into this agreement. The provisions of these Terms of service shall govern our agreement with you. We reserve the right, at our discretion, not to accept an application to create an Effibooks account. This may be due to technical constraints, because you or your business has been banned by us from using the service, we have been unable to adequately confirm your identity or for any other reason. No charge will be made for declined applications.

Limitation of liability

Effinomy LLP provides its services at an affordable cost. Its liability to you is limited to the fees collected from you.

Exclusion of liability for loss caused by others

Effinomy LLP will not be liable for any losses, penalties, surcharges, interest or additional tax liabilities arising out of the acts or omissions of any other person or due to the provision of incomplete, misleading or false information or due to failure to act on its advice or a failure to provide it with relevant information.

Exclusion of liability in relation to circumstances beyond our control

Effinomy LLP will not be liable to you for any delay or failure to perform its obligations if the delay or failure is caused by circumstances outside their control.

Sign Up

It is mandatory for end user to change the password at the time of first login

Exclusion of liability relating to the discovery of fraud etc.

Effinomy LLP will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service is withheld/concealed/misrepresented. This applies equally to fraudulent acts, misrepresentation or willful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers.

Limitation of Third Party Rights

The advice and information provided by Effinomy LLP to you as a part of the services is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed that a specified third party may rely on our work. No responsibility is accepted to third parties, for any advice, information or material produced as part of their work for you, which you make available to them.

Your responsibilities

In order for Effinomy LLP to manage your accounts correctly you agree to protect your account credentials. You should not share your login information to anyone outside your organization.

Access

You will not be able to access and use the Effibooks service without valid username and password. In case you can retrieve your password using online password reset tool, you will have to go through a manual verification in order to re-claim your account. Effinomy LLP holds the rights to take the final decision.

License

You are granted a non-transferable, non-exclusive license to use the Service in accordance with these Terms of Service. If you choose to give another party access to your account you do so at your own risk and you shall remain primarily liable to Effinomy LLP for complying with these terms of Services for the use of the Services.

Security

All data transfer between our services and any external environment is encrypted. However, the User is ultimately responsible for administering and safeguarding any passwords created to control access to its Effibooks account.

Fees and Payment Terms

A subscription fee will be charged as per the plans mentioned on the pricing page along with the applicable local taxes.

Non-Payment

Organization reserves the right to suspend the service or close the account permanently after giving notice if the subscription fee is not paid on time. The Account Holder must ensure that billing and contract information is correct throughout the subscription period, including the full name of the account Holders, its business address and email address

Suspension or termination

Failure to abide by the Terms of Services or Non Payment of subscription fees may result in suspension or termination of the access to the services by the Organization & no refund will be payable in such case. One month's notice will be given prior to the suspension/termination of the account. Organization reserves the right to close any Effibooks account for any reason, with or without giving one month's notice. Organization will not be responsible for any Compliance cost (including fine, tax, interest etc.) arising due to Suspension/termination or any other reason, of your account.

Refund & Cancellation

Refund may only be issued if application with genuine reason is submitted & approved by organization within first 30 days. User may request closure of Effibooks account at any time by contacting us on info@effinomy.com. On receipt of the request, No further subscription fees will be charged. However, No refund will be issued for the amount already paid.

Availability

We will make reasonable endeavors to ensure that the Service is available for your intended use all the time. However, we cannot guarantee that it will be error-free, timely, reliable, entirely secure, virus-free or available at all times since as we are dependent on technology, system and internet to access the Service. We will try to keep any disruptions to minimum but it might be necessary to suspend the Service from time to time to carry out maintenance and support work. However, will try to give advance notice wherever possible.

Prohibited Use

Except as otherwise permitted under this Agreement, you shall not: a) remove or alter the conditions of use, any copyright notices and other identification disclaimers as they may appear on the website, or in any print format; b) provide any contents by electronic means or other wise to any person other than an authorized person; c) alter or change any part of the content.

Ownership

The legal and beneficial interest in all copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), database rights, proprietary information rights and all other proprietary rights as may exist anywhere in the world together with applications associated with any such property rights ("Intellectual Property Rights") relating to the service belongs to us at all time. User will not have any ownership rights in the service or any of the intellectual property rights pursuant to or arising out of this Agreement. The Account Holder has sole responsibility for the provision of accurate and reliable data. The Account Holder retains ownership of any Intellectual Property Rights it has in its data (such as rights to its logo) and it doesn't get transferred to the organization. Organization has the right to disclose your data to law enforcement officials, Government or other legal bodies in the Investigation of fraud or other alleged unlawful activities only.

Exclusion of our liability

You use the Service entirely at your own risk. We exclude all other liability responsibility for any amount or kind of loss or damage arising in connection with the Service.

Limitation of our liability

Neither party shall be liable under this agreement to the other party for indirect, special, exemplary, punitive or consequential damages including without limitation loss of goodwill, whether arising from negligence, breach of contract or otherwise. Where we are not legally entitled to exclude our liability, our total liability for any loss or damage relating to the Service (or to our website generally) shall not exceed an amount equal to the subscription fees, which the Account Holder has Paid to us in the previous month.

Liability to us

If you access the Service using a password created to control access to the Account Holder's Effibooks account, then the Account Holder shall be held liable for any reasonable costs and expenses incurred by us as a result of breach of these Terms of Service by you.

Further Provisions

These Terms of Service and our privacy Statement describe the entire agreement between you and us regarding the service, and supersede any prior understandings or agreements. We shall be entitled to assign or subcontract our rights and/or obligations under these Terms of Service to another party. As Account Holder you can't transfer any of your rights or obligations under these Terms of services without our prior written consent. At any time, Failure to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be Invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall be carried out as closely as possible according to the original intent.

Data Protection

In order to carry out the services of this engagement and for related purpose such as updating the enhancing our client records, analysis for management purpose and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

Electronic and other Communication

Communication with you and with third parties via will be done through email or by other electronic means, unless any other method is more appropriate. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. The risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. However, electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor communication failure/delay. Any communication sent through the post system is deemed to arrive at your postal address two working days after the day that the document was sent.

Retention of and Access to Records

You have a legal responsibility to retain documents and records relevant to your tax affairs which are required by law to be retained by individuals and companies for specified period from the end of the accounting period. Whilst certain documents may legally belongs to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 7 years old by giving proper notice. You must inform us if you require the return or retention of any specific documents for a longer period.

Applicable Law

These Terms of Service are governed by and construed in accordance with Indian law and shall remain under local jurisdiction of the Courts of Gurgaon, Haryana, India.

Definitions

"Account Holder" means a sole trader, firm, limited company or any other legal entity which has subscribed to Effibooks account;

"Effibooks account," means a current subscription to the Service.

"Service means our Effibooks software, which is accessed and used via our password protected websites;

"Effibooks", "We", "Us", "Our" & "Organization" refers to Effibooks "a product of Effinomy LLP".

"You" means the account Holder;

"Your Data" means any data entered or uploaded by you while using the service.