

The Company EZ INDIA BUSINESS SERVICES PVT LTD (EZEEINDIA.COM) as well as its management have created the Website Application and the Services as a Platform with specific features to serve global users and business professionals.

## **DISCLAIMER**

No warranty or condition expressed or implied or statutory is being provided to the User. Company hereby specifically disclaims any quality, durability, accuracy, reliability and all express or implied warranties including but not limited to warranties of title, merchantability, fitness for a particular purpose or performance. Company does not make any representation or warranties of any kind about any product or Services offered, or displayed or hosted on the Site. All such warranties, representations, conditions and undertakings are hereby excluded.

Under no circumstances shall Company be held liable for any delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly, whether from user capability limitations or from acts of nature, forces or causes beyond our reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strike, labor disputes, riots, insurrections, civil disturbances, shortage of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, order of domestic or foreign courts or tribunals or non-performance of third parties or other force majeure condition.

Listing of counterfeits, non-licensed replicas or unauthorized products is strictly prohibited on the site. Further no products can be advertised on the site without the explicit permission from the company AND owners of intellectual property. It is clear inter-alia that all third party intellectual property rights are owned by the third party and not EZ India/EZEEINDIA.COM.com/its users.

Under no circumstances will Company be liable, direct, indirect, incidental, special, consequential or exemplary damages including but not limited to, damages for loss of profit, goodwill, use, data or other intangible losses arising out of or in connection with the use of the Services provided by Company ("Damages") whether arising out of or in connection with or otherwise in relation to any business or other transaction conducted in relation to the Service(s). The Company's liability is limited in any and all circumstances shall be limited to the lesser of the amount of fees and/or charges paid by the User or Rs. 2,000/- (Indian Rupees Two Thousand only)

The User hereby indemnifies and holds Company harmless against any and all losses, claims, injuries and Damages that may arise out of the User's breach of this Disclaimer and/or the Agreement, Illegal/Prohibited Content, Warning against Fraud and or any breach of the terms and conditions or the representations or warranties made by the User herein or in the Agreement/usage terms.

Company reserves the right to change the nature of the free/paid Services offered here or discontinue its Services to a member without any prior notice.

***This document is an electronic record in terms of the Information Technology Act, 2000 and the provisions pertaining to electronic records in various statues amended by the Information Technology Act, 2000.***

## **PRIVACY POLICY**

EZ India Business Services Private Limited (hereinafter known as EZ India "the company") is the owner of online platforms, marketplaces and portals like www.EZEEINDIA.COM, etc. collectively referred to as "site". This Privacy Policy governs your use of the site and the collection and use of your information by EZ India. We are committed to safeguarding users Privacy and this document sets out to make it clear

how we are using your personal and business information and the ways with which you can protect your privacy. By using this site you consent to our Privacy Policy as set out in detail below and the same is applicable across all sites of the company.

The company stores temporarily or as an intermediary User information on computers that are protected by physical as well as technological security devices. The Company records the IP address(es) of each user of the Site and tracks its Users by the use of "Clickstream Cookies" inter-alia in compliance with statutory regulations and for security reasons. If the user objects to any of this please do not use the site(s).

At the time of registration you are requested to complete a form providing us with information regarding your name, company name, address, email, telephone and other personal information as well as your business information. Further if you submit any information to be published on the site including but not limited to Company Profile, Product Catalog, Product Pictures etc then you are deemed to have given your consent to the publication of such information.

By using the site you consent to the collection, storage and use of your browsing sequence on this website. We share this information with trusted 3rd parties only for the purpose of showing you marketing communications of interest. No personally identifiable information is shared except when the law requires so or it is permitted in terms of this policy. We do not otherwise sell, rent, trade or exchange any personally identifying information of our users.

In order to support many of the services that we provide on a free basis to our visitors we display advertisements based on usage trends and visitor statistics. User's personal and business information is used to serve targeted advertising through the companies websites, customized e-mailers, newsletters etc. Further once the users information is displayed on the websites the user may start receiving enquiries through SMS, Mails, Phone etc over which EZ India has no control.

We employ various security measures to prevent unauthorized access, maintain data accuracy and ensure proper use of information. These measures are both electronic as well as physical but at the same time no data transmission over the net can be guaranteed to be 100 % secure. Also it is advised to please keep in mind that the personal and business information posted online is accessible to the public and hence you may receive unsolicited communication from other parties

Please note that this policy may be changed and or updated at future dates so do check periodically.

## **USER AGREEMENT**

### **1. Defined Terms**

Unless repugnant to the subject or context, the words appearing herein below shall have the meanings as set forth below:

- **"Agreement"** shall mean this User Agreement and shall include the User application form duly completed, its attachment(s) and the terms and conditions stated herein and includes the documents incorporated by reference including the Illegal/Prohibited Content, Disclaimer, Warning against Fraud, Contract Form/Bill terms and conditions and such other documents that Company may in its absolute discretion add to the Site from time to time. It shall be deemed to have been executed at New Delhi.
- **"Banner"** means a service offered to a User wherein a graphic image is placed on the Site and used to advertise the product(s) and/or service(s) of the User and this graphic image is linked to

the User's own website.

- **"Company"** means EZ India Business Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 11/24, 2<sup>nd</sup> Main Road, Kottur Gardens, Kotturpuram, Chennai - 600085, along with its unit for the Company's website called EZEINDIA.COM and where the context so requires, means and includes all EZ India Business Private Limited's officers, directors, employees and subsidiary, associate and affiliate entities, and/or business entities with whom EZ India Business Private Limited enters into a partnership or strategic or financial alliance.
- **"Credit Report"** is a third party paid service provided to a User to obtain information about another company or legal entity, including detailed analytical information about profitability, past and present trading analysis and ownership essentially with a view to analyze their credit rating and stability.
- **"Illegal/Prohibited content"** means the content Hosted on the Site which is either illegal or prohibited by law or both and includes content which has been specifically set forth on the Site as such.
- **"Multilingual Service"** is a part of the On-line catalog & Customized Website services. A User can also subscribe to Multilingual Service, which is a facility for the User to present his On-line Catalog or Customized Website on the Site in upto 10 different languages of his choice including English. A User may use this service to see the content of an On-line catalog or Customized Website translated in a language of their choice to be selected from the languages appearing on the web page(s)/Site. The multilingual service is based on machine translation and no guarantees can be provided about the quality of the machine translation particularly if it were compared to the translation quality if done by a human language expert.
- **"Party"** or **"Party(ies)"** means the User and/or the Company in reference to the context.
- **"Registration Data"** is the database of all the particulars and information supplied by the User on initial application and subscription/listing, including but not limited to the User's name, telephone number, mailing address, account and email address.
- **"Sensitive Personal Data/Information"** means such personal information of a User which consists of information relating to:-
  - password(s);
  - financial information such as Bank account or credit card or debit card or other payment instrument details;
  - physical, physiological and mental health condition;
  - sexual orientation;
  - medical records and history;
  - Biometric information; or
  - any detail or information relating to the above clauses provided by User.

Provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as Sensitive Personal Data/ Information for the purposes of the Agreement.

- **"Services"** means the Services provided by the Company to the User of the Site and includes the following facilities:
  - Services to the User wishing to post his contact details in the Exporters Yellow Pages and/or other such directory services published in print or in other media by the Company;
  - Services to the User who wishes to advertise and gain exposure for their business through On-line Catalogs, Website Hosting and Customised Websites, Ratings and/or

- Banners through the Site;
  - Services to the User who wishes to insert advertisements at the Site;
  - Such other or further services that may be provided by the Company and/or EZmarketplace.com from time to time.
- **"Site"** means EZEINDIA.COM and includes any link which opens with the Site and unless repugnant to the subject and context thereof includes other websites operated by the Company.
- **"User"** is defined as a person whether legal or juristic, or any body corporate who makes use of the Site in any manner and includes all individuals and/or corporate members/subscribers who use the Services provided by the Site, whether or not for any payment. The term 'User' includes the User's successors and authorized officials of the User's business who have permission to use the Services on the Site on behalf of the User; and Users that obtain a trial membership to use the Site and User's that log in as a 'guest' to use the Site. Each registered User is given a unique User ID by the Site.
- **"Web Hosting"** is a service provided to a User wherein the Site provides storage, connectivity and related services necessary to host the website of the User's business.

#### **I(b). Interpretation Number, Gender and Headings**

- For the purposes of this Agreement, the term 'host, "hosting" or derivatives thereof means and includes hosting, displaying, uploading, modifying, publishing, transmitting, updating and/or sharing of any information.
- The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole.
- Words referring to masculine include the feminine and the singular include the plural and vice versa as the context admits or requires; and words importing person(s) includes individuals, bodies corporate and unincorporated.
- The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the terms and conditions, notices, or the right of use of the Site by the User or any provision hereof in any manner whatsoever.

#### **2. Prohibited Content & Consents**

a. The Company DOES NOT permit a User to host, display, upload, modify, publish any information, transmit, update or share OR provide any services or data, information or any Illegal/Prohibited Content. The User hereby represents and warrants that it shall not display, list, upload, modify, publish any information, data or materials and/or transmit or share anything that:

- belongs to another person and to which the User does not have any right to;

- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- harm minors in any way;
- contain fraudulent information or makes fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or Illegal/Prohibited items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
- infringes any patent, trademark, copyright or other proprietary rights of any party;
- violates any law for the time being in force;
- is a part of a scheme to defraud other User(s) of the Site or for any other unlawful purpose;
- deceives or misleads the addressee about the origin of such messages;
- communicates any information which is grossly offensive or menacing in nature;
- relates to sale of products or Services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secrets or other proprietary right or rights of publicity or privacy, or any other third party rights;
- impersonates another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; and/or codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- contains any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law or regulation;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
- is in contravention of the Information Technology Act, 2000 and any other law for the time being in force;
- opens links directly or indirectly to or include descriptions of goods or Services that are prohibited under the prevailing law; or
- Otherwise creates any liability or adverse publicity for the Company.

b. As a condition of use of the Service and the Site, the User warrants that it/they will not use the Site for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by these terms, conditions, and notices including both specific and implied. In addition the Site shall not be used in any manner, which could damage, disable, overburden, or impair it or interfere with any other party's use and/or enjoyment of the Site. The User shall refrain from obtaining or attempt to obtain any materials or information through any means not intentionally made available or provided for

through the Site.

c. Listing of counterfeits, non-licensed replicas or unauthorized products is strictly prohibited on the site. Further no products can be advertised on the site without the explicit permission from the intellectual property right holder. It is clear inter-alia that all third party intellectual property rights are owned by the third party and not Infocom/its users.

d. By acceptance of this Agreement and these terms & conditions, the User hereby agrees that it has obtained all requisite consents, licences, approvals and permissions from all requisite governmental and statutory authorities for the goods and services it shall Host on the Site.

### **3. Agreement between User and Company**

a. The User understands that the Company through the Site provides hosting services to its Users. All Content listed on the Site is third party User generated content which is transmitted and/or hosted on the Site. Company neither originates nor initiates the transmission nor selects the sender and receiver of the transmission, nor modifies the information contained in the transmission.

b. The Site is operated by EZ India Business Services Private Limited and its affiliates/associates. The Services are offered to the User conditioned on the acceptance of the User without modification of the terms, conditions, and notices contained herein. Use of the Site by a User constitutes agreement to all such terms, conditions, and notices. If the User does not agree with any part of the Agreement, these terms, conditions and notices, it/they must not use the Services.

c. Most content and some of the features on the Site is made available to Users free of charge. However, Company reserves the right to terminate access to certain areas or features of the Site to Users at any time with or without giving any reason, with or without notice. Company also reserves the universal right to deny access to particular Users to any/all of its Services and/or content without any prior notice/explanation in order to protect the interests of Company and/or other visitors to the Site. Company reserves the right to limit, deny or create different type access to the Site and its content features with respect to different User(s), or to change any of the features or introduce new features without prior notice.

d. Company reserves the right to list its registered Users on the Site and as well as on other network portals run by the Company. In case a User does not want to be listed on the Site or on any of our network portals, they can communicate the same to us in writing by sending an email to helpdesk@EZEEINDIA.COM

e. Users are advised to exercise due caution while transacting with a prospective buyer or a seller on the Site. Users must undertake interaction or transaction with organizations and/or individuals located on or through the Site, with reasonable caution and after undertaking thorough diligence on such organization and/or individual. Neither the Company nor its director's, employees, officers or agents shall be liable to any User or otherwise, for any illegal or fraudulent interaction or transaction with organizations and/or individuals located on or through the Site.

### **4. Amendments/Modification of Terms of Use**

The Company reserves the right to change the terms, conditions, and notices under which the Services are offered, including but not limited to the changes associated with the User of the Services and changes on account of legal and/or statutory amendments. The User is responsible for regularly reviewing these terms and conditions and is advised to regularly check for any amendments or updates to the terms and conditions contained and/or the Agreement. All amendments become effective immediately upon our posting to the Site.

### **5. Warranties and Disclaimer**

- a. Company has endeavoured to ensure that all the information on the Site is correct, however Company neither warrants nor makes any representations regarding the accuracy or completeness of any data or information contained on the Site. This Company disclaims any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any User or any other person, arising out of or in connection with the use of the information, data and/or materials contained on the Site.
- b. Company does not make any representation or warranty as to the attributes such as for quality, worth, marketability, etc. of the items or Services proposed to be sold or purchased by the Users of the Site. Company accepts no liability for any errors or omissions, whether on its behalf or on behalf of third parties, in this regard.
- c. Company does not make any representation or warranty as to the attributes to legal title, creditworthiness, identity, etc. of any kind about any product or services offered, displayed or hosted on the Site of its Users except to the extent that a Trust Stamp and/or Credit Report is obtained. The User is advised to independently verify the bona fides of any particular User that it chooses to deal with on the Site.
- d. Company undertakes research and investigation through a reputed private agency for some of its services. The information report created from such research and investigation is only provided to you as a tool to help your business and/or as an authentication of your existence as a business entity.
- e. The Company does not collect any Sensitive Personal Data/Information of a User.
- f. Company conducts several phone enquiries on its Site to provide the Services, Company however does not have a mechanism to verify the credentials of these enquiries, hence buyers & sellers are advised to exercise due caution in dealing with these enquiries & finalizing business deals.
- g. The Company provides the Site and Services "as is" and without any warranty or condition, express, implied or statutory and specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. The User expressly agrees that use of the Site is at its own risk.

## **6. Membership Eligibility**

The use of the Site is available only to persons who can form legally binding contracts under applicable law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Site. A minor i.e. under the age of 18 years, cannot register as a member of the Site. The Company reserves the right to terminate the User membership and may refuse to provide the User with access to the Site if Company discovers that the User is under the age of 18 years. The Site is not available to persons whose membership has been suspended or terminated by Company unless specifically invited by the Company. If the User is registering as a business entity, the User hereby represents and warrants that the User has the authority to bind the entity to this Agreement.

## **7. Electronic Communications**

- a. The User hereby consents to receive communications from the Company electronically. The Company may communicate with the User by email or by posting notices on the Site. The User hereby agrees that all agreements, notices, demands, disclosures and other communications that the Company sends electronically including by posting on Site, satisfy the legal requirement that such communication is in writing.
- b. User hereby authorises Company to contact them periodically using mediums like telephone, mailers or any other means, direct or indirect, in regard to their account information, special offers, surveys etc. If a User does not wish to receive calls/other communications from Company or its employees, they must

inform Company in writing by sending an email to [helpdesk@EZEEINDIA.com](mailto:helpdesk@EZEEINDIA.com)

c. All calls made to user by the company are periodically recorded for internal training and quality purposes only. All updates done by user to their data, by visiting the site or through verification mailers are recorded for future reference.

## **8. Platform for Communication**

**The Site is also a venue where Users may interact with one another for their transactions. Company is not and cannot be a Party to or control in any manner any transaction between two Users of the Site. Consequently:**

- Company is not responsible for any non-performance or breach of any contract entered into between Users. Company cannot and does not guarantee that the concerned Users will perform any transaction concluded on the Site. Company shall not and is not required to mediate or resolve any dispute or disagreement between Users.
- The Site is also a channel of communication whereby the Users can reach a large base of persons in the global market. The Company is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the seller and the buyer, respectively. At no time shall the Company have any obligations or liabilities in respect of any such contract. The Company is not responsible for unsatisfactory or delayed performance of any services and/or delayed delivery of goods or damages or delays as a result of items which are out of stock, back ordered or otherwise unavailable to any User. The Company shall not be liable for any product or services offered on the Site. All goods and Services Hosted on the Site are those of the User(s)/Supplier(s) etc. unless otherwise mentioned therein.
- The User independently agrees upon the manner and terms and conditions of delivery, payment, insurance etc. with the other registered Users or third parties that it may interact with on the Site.
- The Site is also a channel of communication whereby the Users can reach a large base of persons in the global trade market. The Company is only providing a platform for communication and it is agreed that the contract for sale of any of the products or services shall be a strictly bipartite contract between the seller and the buyer, respectively. At no time shall the Company have any obligations or liabilities in respect of any such contract. The Company is not responsible for unsatisfactory or delayed performance of any services and/or delayed delivery of goods or damages or delays as a result of items which are out of stock, back ordered or otherwise unavailable to any User.
- Notwithstanding its reasonable efforts in that behalf, Company cannot control the information provided by other Users which is made available on the Site. The User may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, and practice safe trading when using the Site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretenses.

## **9. Breach**

**Without limiting other remedies, Company shall remove and disable all such content on the Site; may limit the Users' activity, immediately remove or end the Users listing, warn other Users and immediately temporarily/indefinitely suspend or terminate the User's membership, and/or refuse to provide the User with access to the Site if:**

- User displays any information, data which is illegal or prohibited by any law for the time being in

force including but not limited to the Illegal/Prohibited Content;

- User is in breach of the User Agreement or the documents it incorporates by reference;
- Company is unable to verify or authenticate any information the User provides;
- It is believed that the User actions may cause legal liability for the User, other Users or the Company;
- A User puts any material into the Site systems which contains any viruses, Trojan horses, worms, time bombs or other computer programming or similar routines that may damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- A User is unable to produce, when asked for by the Company, a certified copy of a consent, licence, approval, permission or similar certification requisite for goods and/or services a User proposes to Host/has Hosted on the Site;
- Any monies payable by the User to the Company are not paid on the due date; or
- A complaint is received by the Company from another User or a third party and necessary action to resolve the complaint is not taken within 10 (ten) days by such User.

Company may at any time at its sole discretion reinstate suspended Users. User(s) that has been indefinitely suspended may not register or attempt to register with Company or use the Site in any manner whatsoever until such time that such User is reinstated by Company. Notwithstanding the foregoing, if the User breaches the Agreement or the documents it incorporates by reference, Company reserves the right to recover any amounts due and owing by the User to Company and to take strict legal action including but not limited to initiating criminal proceedings against the User in this regard.

## **10. Privacy**

Please check [Privacy Policy above](#).

## **11. Use of User Information for promotions by Company**

a. Company may use the User Information, Data or materials ("Collected Information") to execute marketing campaigns, promotion or advertising messages on behalf of third parties. The Collected Information does not qualify as Sensitive Personal Data/Information. The Collected Information does not/will not be disclosed to third party(ies) unless you respond to the marketing, promotion or advertising message sent by such third party(ies). The Collected Information may be transferred, stored, used and processed at any place worldwide by the Company.

b. In case of a merger, amalgamation or a 'buy-in' or 'buy-out' or a financial or strategic tie-up or similar alliance of/by the Company, the Collected Information may be transferred or assigned to the entity with whom the Company is entering into a merger, amalgamation, 'buy-in' or 'buy-out', financial, strategic or similar alliance with, as the case may be. If a User objects to this collection and/or transfer/assignment, please do not use the Site.

## **12. Confidentiality**

a. All information and data submitted and/or Hosted by the User shall become the property of the Company. Except for disclosures of the nature set forth herein including in Clause 11, Company shall not release any such data and information without the prior consent of the User.

b. The User has access to modify only his own data and information stored in the database at the Company (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time provided the terms and conditions and this Agreement are complied with.

c. All confidential information (including name, e-mail address etc.) voluntarily revealed by the User in Member areas, is done at the sole discretion and risk of the User. If such information is collected by a third party using the Site and misused or results in unsolicited messages from such third parties, then such actions are beyond the control of Company and the Company accepts no responsibility or liability whatsoever for such actions.

d. The Company does not require a User to disclose to its employees and/or other User's any Sensitive Personal/Confidential Information on the Site.

e. The User is cautioned not to reveal any Sensitive Personal/Confidential Information to third parties on the Site.

### **13. Ownership of Intellectual Property**

All copyright and/or know-how and/or any other intellectual property rights in relation to any of the Services of the Company shall become and remain the sole and exclusive property of the Company and the User shall have no claim to the same. In the event the User has contributed to any content in any manner whatsoever on the Site, all intellectual property rights to the same shall become the absolute property of the Company, including all intellectual property rights therein and the User shall have no right or claim over the same. In the event that the User during the term of this Agreement or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of the Company and the Company shall have the right to take recourse to such legal remedial action as it is best advised at the risk and costs of the User.

### **14. Waiver and Severability**

The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found to be invalid and/or determined to be invalid or unenforceable in (whole or in part) by a court of competent jurisdiction, the Parties agree that the Court shall endeavour to give effect to the Parties' intentions as reflected in the provision, and all the other provisions of this Agreement shall remain in full force and effect.

### **15. Limitation of Liability**

- In no event shall the Company be liable for:
  - any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages) arising out of or in connection with the Site, its Services or this Agreement (however arising, including negligence); and/or
  - any delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, internet failures, computer telecommunications or any other equipment failures, electrical power failures, strike,

labour disputes, riots, insurrections, civil disturbances, shortage of labour or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, order of domestic or foreign courts or tribunals or non-performance of third parties or other force majeure condition.

- The Company, its associates and technology partners make no representations or warranties about the accuracy, reliability, completeness, and/or timeliness of any content, information, software, text, graphics, links or communications provided on or through the use of the Site or that the operation of the Site will be error free and/or uninterrupted. All such warranties, representations, conditions and undertakings are hereby excluded.
- User(s) acknowledge that inability to use the website wholly or partially for whatever reasons may have an adverse effect on its business. The Company assumes no liability whatsoever for any monetary or other damage suffered by the User including on account of any one or more of the following:
  - The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site or the Services;
  - The use or inability to use the Site or the Services;
  - Any interruption or errors in the operation of the Site or the Services;
  - Any unauthorized access by third parties (or User's) to data or sensitive Personal Data/Information or other private information of a User;
  - Any false, misleading or incorrect data or information Hosted on Site by a User or false misleading or incorrect statements or conduct of a User;
  - Any violation of third party rights or claims or demands whatsoever in relation to the products or Services Hosted on the Site;
  - Any matters relating to Services and/or the Site however arising, including negligence.
- **Notwithstanding anything contained herein, the Company's liability in any and all circumstances shall be limited to the lesser of the amount of fees and/or charges paid by the User or Rs. 5,000/- (Indian Rupees Five Thousand) or the US\$ Dollar equivalent thereof.**

## 16. Indemnity Clause

The User admits and acknowledges that:-

The Company cannot take responsibility or control the information provided by the Users, which is made available on the Website of the Company as the Company has provided information, display of the products of the User on its Website in good faith and solely based on representations of the User, which the Company has no reason to disbelieve.

- ii. The User shall be solely and exclusively responsible in respect of all or any liability arising out of any sale of any product/services and/or consequent to any display of any product or its description and features as the Company has only provided the link to the User and nothing more.
- iii. The Company in no way may be held liable for User provided information that may turn out to be

- offensive, harmful, inconsistent, inaccurate, or deceptive.
- iv. The Company has no obligation to monitor the information, products and/or materials posted on the Website of the Company although the Company shall at its sole discretion and without assigning any reason whatsoever shall have the right to remove or edit any content or information that in its sole discretion violates or is alleged to violate, any applicable law, rules or regulations or the spirit or letter of these Terms of Use. Notwithstanding this right, the User remains solely responsible for the content, information, product, service or the materials uploaded on the Website of the Company.
  - v. The User has represented that it has all rights in the products and service and the content provided on the Website of the Company in respect of the products or service does not and shall not infringe any applicable law, rules or regulations and does not infringe the trademark, copyright and/or the patents or any other proprietary or any other rights of any third party in the said product or service and such product, service or its content does not contain libelous, tortious, or any unlawful information in any manner whatsoever.
  - vi. The Company has the right to advise the prospective guest/client to exercise caution and display a disclaimer in respect of the fact that the Company has no liability of any kind or nature whatsoever and is not promoting or endorsing any product or service and that the Company is only giving the uploading rights to the User to upload its product or service and its contents on the Website and that the Company shall not be responsible or liable for the quality, quantity, description, content and/or other information in respect of the product and/or service.
  - vii. The prospective guest/client may not be registered on the Website of the Company and if an inquiry is sent by the Company to a User listed on the Website of the Company, the Company takes no responsibility about the veracity/genuineness of the prospective guest/client or its whereabouts and the Company has only in good faith forwarded such inquiry to the User and the Company would not entertain any claims of any kind or nature whatsoever from the User or any other person in connection with any act, deed, thing or any act of omission or commission done or committed by the guest/client.

The User further hereby indemnifies and keeps the Company and its Directors, Managers, officers, employees, representatives and/or any other persons in day to day incharge and management of the Company harmless and indemnified against any costs, damages, liabilities or other consequence of any of the actions taken by any person in respect of any product or service sold or displayed and/or in respect of any contents of the said product including on account of any of the factors mentioned in the foregoing sub-paragraph (i) to (vii) above.

The User further undertakes that if the Company were to incur any cost/loss/penalty etc. on account of any act or deed of the User or their clients in relation to the display or sale of any product or its contents etc. than the User shall indemnify the Company and its Directors, Managers, officers, employees, representatives and/or any other persons in day to day incharge and management of the Company indemnified and harmless against any such cost/loss penalty etc.

The User further undertakes that if the Company is made a party to any of the litigation by any person or in any proceeding initiated by any Government agencies than the User shall indemnify the Company and its Directors, Managers, officers, employees, representatives and/or any other persons in day to day incharge and management of the Company in respect of any cost or expenses incurred in defending any such action and the User shall without demur reimburse the cost, expenses to the Company as is demanded by the Company from the User.

## **17. Notices**

Except as explicitly stated otherwise, all notices to the Company shall be given by the User by postal mail to Legal Department, EZ India Business Private Limited, 11/24, 2<sup>nd</sup> Main Road, Kottur Gardens,

Kotturpuram, Chennai - 600085, India or e-mail to: - [legal@EZEEINDIA.com](mailto:legal@EZEEINDIA.com) (in the case of the Company) or to the email address the User provide during the registration process (in case of the User). Notice shall be deemed given 24 hours after email is sent, unless the sending Party is notified that the email address is invalid. Alternatively, the Company may give the User notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given 3 (three) days after the date of mailing.

## **18. Third Party Content, Sites and Services**

a. The Site and content available through the Service may contain features and functionalities that may link or provide the User with access to third party content which is completely independent of the Site, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

b. User's interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such organizations and/or individuals. The User should make whatever investigation necessary or appropriate before proceeding with any On-line transaction with any of these third parties.

c. The User agrees that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this Site, or between Users and any third party, the User understands and agrees that the Company is under no obligation to become involved. In the event that the User has a dispute with one or more other Users, the User hereby releases the Company, its Directors, officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service(s).

d. Company has established relationships with third parties to offer User the benefit of other products and services which the Company does not offer. The Company offers User access to the third parties website(s) either through the use of hyperlinks to their sites from the Site, or by offering "co-branded" or third party websites in which both the Company and these other/third parties share the same uniform resource locator, domain name or pages within a domain name on the Internet. In some cases User may be required to submit information for purposes of registering or applying for products or services provided by such third parties or co-branded partners. The User terms and privacy policy of such third parties may differ from ours, and the Company does not have any control over the information that a User may choose to submit to such third parties or co-branded sites. Company therefore encourages all User(s) to read the third party usage terms and conditions and privacy and other policies policy before responding to any offers, products or services provided by such other parties and/or using their Website(s). Company does not endorse or otherwise accept responsibility for the content or privacy or other policy of such co-branded third party Site.

e. Company offers promotions to the User on the Site & also put efforts in promoting clients & their offered products/services on various popular search engines. Results of promotion on search engines are never guaranteed and it takes considerably time and effort for any results to appear on any search engine. Similarly, any search result appearing on any search engine cannot be removed/withdrawn immediately, it gets removed periodically as per the policy of a search engine on which company or its employees has no control. Every User must immediately advise Company about any Illegal/Prohibited or other such content that appearing on the Site for appropriate legal action.

f. Company works with the principle of serving clients with the best possible & prompt services. However it is important to note that to make any change requested by Users the Company needs a minimum 24 - 48 business hours on best efforts basis to deliver the same as per User requirement unless otherwise stated.

## **19. Relationship of the Parties**

It is clarified that there is no agency or/and partnership or/and joint venture or/and employee-employer or/and franchiser-franchisee relationship between the Company and any User.

## **20. Suspension, Reinstatement and Refunds**

a. Without prejudice to any other rights or remedies that may be available to it, the Company may suspend all services provided, remove and/or disable any and all User Hosted data and content and/or limit access rights of a User for a breach or violation as is set forth herein.

b. User hereby authorises Company to remove and/or disable User hosted data and/or content or to limit Services to a User against whom a complaint is received, which remain unresolved or is not amicably settled with thirty (30) days of the date of the complaint by the aggrieved User.

c. When the Service subscribed for is suspended without remedy for more than 45 (forty five) days, the Company shall have the option to terminate the membership of the User and the consequences set forth in Clause 23 shall follow.

d. The Company may at its discretion and subject to such terms as it deems proper, reinstate a User and/or User Hosted data and re-start a Service

e. A User dissatisfied with a Service may request Company for a refund provided the request is made in writing and addressed to the Grievance Officer in terms of Clause 25. The refunds may be made by the Company after making deductions for work done on for the User on creation, designing & promotion etc. or duration of Services used by the User or otherwise.

f. In case, due to whatever reason(s), if an Advertiser asks for cancellation of advertisement, 35% of the amount paid will be deducted by the company as cancellation charge. Additionally on pro-rata basis deductions from the total amount paid by the Advertiser will be done as per the consumption of advertisement based on the live duration of the given advertisement vis-a-vis total period booked.

## **21. Termination of Agreement**

a. The User hereby agrees that Company, in its sole discretion, has the right (but not the obligation) to delete or deactivate a User account, block its email or IP address from the Site, or otherwise terminate its access to or use of the Service (or any part thereof) and/or the Site immediately and without notice, and remove any content Hosted within the Service/Site, for any reason, including, without limitation, if Company believes that the User has acted inconsistently with this Agreement. Further, the User agrees that Company shall not be liable whether for refunds or otherwise, to the User or any third-party for any termination of the Users access to the Service. The User agrees that it shall not attempt to use the Service after the Date of Termination.

b. If the Company terminates User(s) membership, User(s) will not have the right to re-enroll or join Site under a new account or name or an alias unless formally invited to do so by the Company. Notwithstanding any contained herein, no membership charges will be refunded to a User in case of termination.

## **22. Liabilities upon Termination**

a. Without prejudice to any rights or remedies available to the Company, the User shall upon termination of the Agreement be liable for payment of any balance fees or charges payable until the Date of

Termination.

b. The amounts due and payable to the Company by the User upon termination shall be payable within 30 (thirty) days of the Date of Termination.

### **23. Grievance Redressal**

- For any complaints and grievances, User may contact the Grievance Officer, by email: [grievances@EZEEINDIA.com](mailto:grievances@EZEEINDIA.com)
- All complaints to the Grievance Officer shall be made in writing giving a detailed description of the complaint/grievance of the User.
- The Grievance Officer shall redress all complaints within one (1) month from the date of receipt of complaint.

### **24. Arbitration Clause for Dispute**

Any dispute or difference of any nature whatsoever arising out of or in relation to this Agreement including in respect of the indemnity clause of this Agreement shall be finally decided by a Sole Arbitrator to be nominated by the Director of the Company (hereinafter referred as "the nominating authority"). The Sole Arbitrator so appointed by the nominating authority shall be a practicing Advocate of not less than 5 years in practice or a retired judge of the High Court. The User shall not be entitled to raise any objection to any such Sole Arbitrator appointed by the nominating authority on any grounds whatsoever. The arbitration shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any other applicable law at the relevant point of time. The language of the arbitration shall be English and the award rendered in arbitration shall be a reasoned award in writing and shall be conclusive and binding on the parties. The venue of arbitration shall be at Chennai, India.

### **25. Governing Law and Jurisdiction**

- This Agreement and any dispute or matter arising out of or in connection with and/or incidental to the use of the Site and/or the Services shall be governed by the laws of India without regard to its conflict of laws provisions.
- The User and the Company hereby irrevocably submit to the sole and exclusive jurisdiction of the courts at Chennai, India.

***This document is an electronic record in terms of the Information Technology Act, 2000 and the provisions pertaining to electronic records in various statues amended by the Information Technology Act, 2000.***

### **Warning Against Fraud**

#### **FRAUD WARNING**

- All Users are advised to be very careful while doing business with individuals, body corporates or companies from any part of the world.

- Users are advised to exercise due caution while transacting with a prospective buyer or a seller on the Site. Users must undertake interactions or transactions with organizations and/or individuals located on or through the Site, with reasonable caution and after undertaking thorough diligence on such organization and/or individual. Neither the Company nor its director's, employees, officers or agents shall be liable to any User or otherwise for any illegal or fraudulent interaction or transaction with organizations and/or individuals located on or through the Site.