

TERMS OF USE

Achyut System And Services Private Limited is a company incorporated under the Indian Companies Act, 1956 (hereinafter referred to "**Our**" or "**us**" or "**We**") operating the website www.khojakhoji.com. (the "**Site**"). By accessing or using this Site you (hereinafter referred to "**You**" or "**Your**" or "**Yourself**") are contractually agreeing to the following terms and conditions, including those available by hyperlinks (collectively, the "**Terms of Use**").

CHANGES IN TERMS OF USE

We reserve the right to modify the Terms of Use at any time without giving You any prior notice. Your use of the Site following any such modification constitutes Your agreement to follow and be bound by the Terms of Use as modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable to general and specific areas of this Site or to particular content are also considered as Terms of Use.

1. USING THE SITE

A. Eligibility

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms. You may not access or use the Site if you are a competitor of ours or if we have previously banned you from the Site or closed your account.

B. Permission to Use the Site

We grant you permission to use the Site subject to the restrictions in these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

C. Site Availability

The Site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

D. User Account

There is no need to have user account for general use of the website.

However, certain sections of this may require to have user account or may need to provide few information.

When required, you are agreeing to provide the accurate and complete user information including, without limitation, your name, surname, contact number, date of birth, gender, and a valid email address. You are

responsible for maintaining the confidentiality of Your information and password. You shall be responsible for all uses of Your registration, whether or not authorized by You. You agree to immediately notify us of any unauthorized use of Your registration or password.

You understand and agree that in the process of providing service We may need to disclose certain information to third parties. Please visit our Privacy Policy section to know more.

2. CONTENT

A. **Responsibility for Your Content**

You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by khojakhaji.com.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

B. **Our Right to Use Your Content**

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant us world-wide, non-exclusive, royalty-free, sub licensable, transferable rights to use Your Content for any purpose. You also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against khojakhaji.com and its users any claims and assertions of moral rights or attribution with respect to Your

Content. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of Your Content.

C. Ownership

As between you and khojakhaji.com, you own Your Content. We own the khojakhaji.com Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the khojakhaji.com Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the khojakhaji.com Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the khojakhaji.com Content are retained by us.

D. Advertising

khojakhaji.com and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

3. RESTRICTIONS

You agree not to, and will not, assist, encourage, or enable others to use the Site to:

- A. Violate our Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- B. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

- C. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- D. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except in connection with a Business Account and as expressly permitted by kхоjakhоji.com;
- E. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website;
- F. Solicit personal information from minors, or submit or transmit pornography; or
- G. Violate any applicable law.
- H. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by kхоjakhоji.com;
- I. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
- J. Reverse engineer any portion of the Site;
- K. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- L. Record, process, or mine information about other users;
- M. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
- N. Reformat or frame any portion of the Site;
- O. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on kхоjakhоji.com's technology infrastructure or otherwise make excessive traffic demands of the Site;
- P. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- Q. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- R. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;

- S. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or
- T. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

4. **SUBSCRIPTION**

If you purchase a khojakhaji.com subscription for listing and advertisement, in addition to General Terms (Section -10) the terms of your purchase will be governed by the khojakhaji.com Subscription Terms (Section-11). Please review them before you make subscription since they may change from time to time

5. **THIRD PARTIES**

The Site may include links to other websites or applications (each, a "Third Party Site"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the Site are provided in connection with third parties and subject to additional terms posted here which are incorporated herein by reference.

6. **INDEMNITY**

You agree to indemnify, defend, and hold khojakhaji.com (Achyut System And Services Pvt Ltd), its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "khojakhaji.com Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Site, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with the Site, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. khojakhaji.com reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of khojakhaji.com. khojakhaji.com will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

7. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF KHOJAKHOJI.COM (ACHYUT SYSTEM AND SERVICES PVT LTD), AND ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS (COLLECTIVELY, THE "KHOJAKHOJI.COM ENTITIES"). EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

- A. THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE KHOJAKHOJI.COM ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE KHOJAKHOJI.COM ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, OR REVIEWS.
- B. THE KHOJAKHOJI.COM ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES LISTED ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, THE KHOJAKHOJI.COM ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER MISUSES YOUR CONTENT OR IDENTITY, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES LISTED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.
- C. THE KHOJAKHOJI.COM ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE KHOJAKHOJI.COM ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

- D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.
- E. THE KHOJAKHOJI.COM ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE KHOJAKHOJI.COM ENTITIES IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) INR 5000.
- F. THE KHOJAKHOJI.COM ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

8. **TERMINATION**

- A. You may terminate the Terms at any time by closing your account, discontinuing your use of the Site, and providing khojakhoji.com with a notice of termination here. Please review our Privacy Policy for information about what we do with your account when terminated.
- B. We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information.
- C. In the event of any termination, whether by you or us, we will continue our right to use Your Content as detailed in Section 5.

9. **GENERAL TERMS**

- A. We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. We may provide you with notices, including those regarding changes to the Terms, by email, regular mail or communications through the Site.
- C. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- D. Any failure on khojakhoji.com's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right

provided for herein shall not be deemed a waiver of any further rights hereunder.

- E. If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- F. The Terms are not assignable, transferable or sub-licensable by you except with kхоjakhоji.com's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms shall be void.
- G. The disputes are to be governed by the Law of India and are subject to Odisha jurisdiction only. The disputes related to membership including interpretation of any of the terms are referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 in Odisha before a sole Arbitrator

10. SUBSCRIPTION TERMS

- A. Listing of a business or service in kхоjakhоji.com can be done by choice of subscription selected by Client.

| <u>BRONZE</u> | <u>SILVER</u> | <u>GOLD</u> |
|---|--|---|
| <ul style="list-style-type: none"> ➤ Displayed after GOLD and SILVER in the list. ➤ Last preference SMS alert on phone/mail enquiry. ➤ NO Separate business page. | <ul style="list-style-type: none"> ➤ Displayed after GOLDS in the list ➤ 2nd preference SMS alert on enquiry ➤ Separate business page with <ul style="list-style-type: none"> ▪ Detail business info ▪ Location Map ▪ Direct enquiry or call (from app) by user. ▪ Rating & Views. | <ul style="list-style-type: none"> ➤ Displayed first in the list. ➤ 1st preference SMS alert on enquiry. ➤ Separate business page with. <ul style="list-style-type: none"> ▪ Detail business info ▪ Location Map ▪ Direct enquiry or call (from app) by user. ▪ Rating & Views. ▪ Can have photo gallery |
| <ul style="list-style-type: none"> <input type="checkbox"/> Make payment either by QR Code scan or by transfer to bank account given at right side of the page. <input type="checkbox"/> Mention the Registered Mobile No in the transaction description. <input type="checkbox"/> Your business will be listed within 24-48 hrs after verification. <input type="checkbox"/> Business will not be listed unless until payment is made. | | |

- B. Subscriptions are yearly based.
- C. **Payments** can be made in both online or offline mode. For offline mode money receipt will be provided and for online mode sms/email confirmation will be sent mentioning the plan chosen.
- D. **Cancellation** can be requested by email or over phone within a week from the date of subscription purchased.
- E. **Refund** will be made within a week from the date of cancellation request received with a deduction of 10% for processing to the bank account given by subscriber.
- F. Once the listing form is submitted, it will take 24-48 hours to verify and post the client data in the website.
- G. It is the sole responsibility of the client to provide the correct contact no, content, photographs, etc. which needs to be posted or transmitted.
- H. Khojakhaji.com reserves all the rights to verify the content, and reject/remove in case found any objectionable or inappropriate content.
- I. Clients can change their content on request through email or phone call, limited to two times in a year.
- J. Khojakhaji.com will not be responsible for the volume of views or business deals of the listed or posted clients and has no right to direct the users/viewers to for business deals.

Note:- Subscription terms, duration, names, pricing etc may change time to time which will be updated in this document.